

2nd December 1952]

III.—ADJOURNMENT MOTION *RE* FOODGRAINS LEVY PROCUREMENT ORDER.

MR. SPEAKER :—“ The hon. Member SRI T. Viswanatham has given notice of an adjournment motion which reads as follows :—

“ I move for the adjournment of the business of the House to discuss a definite matter of urgent public importance, namely, the heavy and discriminatory incidence of Levy. Procurement ordered under the Madras Foodgrains Levy Procurement Order, 1952, dated the 19th November 1952, issued in G.O. Ms. No. 1796, Food and Agriculture Department.”

The Hon. Leader of the House has just now said that one or two days may be allotted for discussing the present food situation. In view of this, I hope the hon. Leader of the Opposition will not press his adjournment motion.”

SRI T. VISWANATHAM :—“ May I know from the Hon. Leader of the House whether a day will be allotted for discussing the report of the Krishna Anicut Enquiry Committee, as all of us are anxious about it? ”

MR. SPEAKER :—“ The Hon. Minister should be given some time.”

THE HON. SRI C. SUBRAMANIAM :—“ A request has been made just now. We shall consider it.”

IV.—GOVERNMENT BILL.

THE TANJORE TENANTS AND PANNAIYAL PROTECTION BILL, 1952
(L.A. BILL NO. 12 OF 1952)—*cont.*

MR. SPEAKER :—“ We are now on clause 8, sub-clause (2). Sri Ramakrishna Reddi may move his amendment. (After a pause) I think the hon. Member is not in his seat. So Sri Rajagopala Rao may move his amendments to sub-clause (2).”

* SRI K. RAJAGOPALA RAO :—“ Mr. Speaker, Sir, I move—

‘ In sub-clause (2), for the words “ customary headloads ” substitute the words “ one headload of straw per acre.”

In sub-clause (2), for the word “ three-fifths ”, substitute the word “ two-fifths.”

In sub-clause (2), paragraph 2, for the word “ three-fifths,” substitute the word “ two fifths.” ”

“ మొదటి మూడు సవరణలు ప్రతిపాదిస్తున్నాను, ఆ మూడూ యివి—

‘ మొదటిది—అయిదింటు రెండువంతులు అనడానికి బదులు, అయిదింటు మూడు వంతులు కాలుదారుకు మొదవలెననే సవరణ.

‘ రెండవది—గడ్డిపచ్చి విషయములో “ Customary head-loads ” అను దానికి బదులు ఒక ఎకరాకు ఒక మనిషి నెత్తి మీద మూడుగలిగినంత గడ్డిమోపు చొప్పున ఇవ్వాలి అనే సవరణ.

[Sri K. Rajagopala Rao] [2nd December 1952]

‘மூடவடி—தர்வாசி வாக்யாலோகாடா வக ராகு ஓக ருத்திமொறு வோஷுந
இவ்வாஸி மூ ர்வாசி.’

“ఈ మూడు సవరణలు ఎందుకు పెట్టవలసివచ్చిందంటే కౌలుదారుకు వంటలో భాగము ఇచ్చేటప్పుడు అతనికి న్యాయమైన భాగము ముట్టేటట్టు చూడాలని ఇదివరకు సవరణలు ప్రతిపాదించినప్పుడు అనేకమంది నొక్కి చెప్పారు. ప్రభుత్వము ఆ సవరణను అంగీకరించి కౌలుదారుకు కాస్తామేలు కలుగజేయడానికి ఏమి ప్రయత్నం చేయలేదు. అందువల్ల ఈ కాజుమీద వర్స జరవడంలో ఈ విషయాన్ని పునఃపరిశీలన చేయవలసియ్యవచ్చు. దాస్త్రీములలో లక్షలాది కౌలుదారులకు మేలు కలుగజేయడానికి వంటలో వారికి న్యాయమైన భాగము పెంచేటట్టు చేయడానికి సవరణను అంగీకరించవలసిన ప్రభుత్వమును కోరుతున్నాను. దీనియొక్క అవశ్యకతను పునఃపునః చెప్పవలచుకోలేదు. సుబ్రహ్మణ్యం కమిటీ రిపోర్టులోను ఇదివరలో ప్రభుత్వం వ్యవసాయ సంస్కరణలను గురించి విచారించినప్పుడున్న దీని అవశ్యకత నిరూపించబడింది. కనుక దీని అవసరము పడేవడే చెప్పవసరంలేదు. ప్రభుత్వం ఏమీ hesitation లేకుండా కౌలు దారుకు మేలుకలిగించాలనే సదుద్దేశం నిజంగా ఉన్నట్లయితే ఈ సవరణను అంగీకరించవలసిన నేను కోరుతున్నాను.

“రెండవది ఈ గడ్డిశయములలో customary head-loads అనేదింటే చాలా చిక్కుగా ఉన్నాయి. అదరణలో customary head-loads అనేదాన్ని అటు పశ్చిమపుడు చాలా చిక్కులు వస్తాయి. అందువల్ల దానిని definite గా, స్పష్టంగా చెప్పే దానికి ‘ఒక మ పి మానే గడ్డిమొపు ఇవ్వాలి’ అని నిర్దేశించవలసియ్యవచ్చు. లేక పోతే భూస్వామికి వంటలో ఎక్కువభాగం యిచ్చి రెండవ వంటలోనూ భాగమిచ్చి మళ్ళీ గడ్డిలోనూ భాగము ఇవ్వాలంటే కౌలుదారుకు ఎట్టేదేమిటి? అందుకని ఒక మనిషి తన నెత్తిమీద ఎంత మాయగలదో అంత మొపుమాత్రం యివ్వాలని చేర్చాలి. ఇలా యిచ్చే గడ్డి చాలాక ఇంకా కావలసివస్తే కొనుక్కోవాలి గాని భూస్వామికి కావలసిందంతా కౌలుదారునుండి రాబట్టకూడదు. కనుక ఈ సవరణను ప్రభుత్వము అంగీకరించవలసిన కోరుతున్నాను.”

11-40
a.m.

SRI S. VEMIAH :—“ Mr. Speaker, Sir, I second the amendment moved by my Friend, Mr. Rajagopala Rao. In doing so, I must point out that the word ‘customary’ is a very bad term used in this sub-clause because most of the landowners would demand all that they require saying ‘your grandfather was giving ten to fifteen headloads of straw and so you must give the same’. There must be some definiteness there, say one or two headloads. Therefore, I submit that the term ‘customary’ which is a very bad term should be removed. The amendment proposed by Mr. Rajagopala Rao is more essential for the reason it will protect the pannaiyals. I would request the House to delete the word ‘customary’ and accept the amendment now before the House.”

*** SRI S. RAMALINGAM :—**“కనం శబా నాయకర్ అవరంగే, కనం రాజుకొబాల రావ్ అవరంగ్ కొణ్ణెరవెన్తుల్లన్ తిరుత్తతతై నాన్ శ్రుతిగిత్తుబ్ పేశకెయిల్ ఇరండ్రావతు శబ్-కణ్ణాశిల్ ఇరుక్కుం కల్లమరి షెండ్లొండ్ (customary head load) ంన్ద పతతతై ందెత్తువిల్లొ శ్రుత్తతకక్కు శ్రుత్త కల్ల వైవక్కొల్ కొణ్ణెరవెన్తుం ంన్ద తిరుత్తతం కొణ్ణెరవెన్తిరుప్పదు రొంబలం ముక్కియమాన్ తిరుత్తతం ంన్ద నాన్ శ్రుతిప్పిల్ విరుంపుగిరేన్. కల్లమరి షెండ్లొండ్ (customary head load) ంన్ద శొల్లొంబోదు ఇప్పొంబొదు శిల్ శిర్రామంగ్గిల్ పలవిత్తమాన్

2nd December 1952]

[Sri S. Ramalingam]

வழக்கங்கள் இருந்துவருகின்றன. குறிப்பாக வாரம் விதம் என்று சொல்லும்போது பல கிராமங்களில் சரிபாதி வைக்கோலை நிலச்சுவாந்தார்கள் எடுத்துக் கொள்ளுகிறார்கள். மற்ற இடங்களில் வாரம்தார்கள் எடுத்துக்கொள்ளுகிறார்கள். சில பகுதிகளில் சொந்த மாடுகள் இல்லாத விவசாயிகள் நிலச்சுவாந்தார்களிடமிருந்து மாட்டுக்காக கடன் வாங்கி, கடனுக்கு வட்டியும் கொடுத்துவருகிறார்கள். அதனால் பூரா வைக்கோலையும் நிலச்சுவாந்தாருக்குக் கொடுக்கக்கூடிய நிலைமை ஏற்படுகிறது. சில கிராமங்களில் ஒரு மாவுக்கு அதாவது மூன்றில் ஒரு ஏக்கருக்கு ஒன்றிரண்டு கட்டு வைக்கோல் கொடுப்பது என்று பலவிதமான வழக்கங்கள் இருந்து வருகின்றன. இப்பொழுது இந்த சட்டம் வந்த பிற்பாடு வாரம்தார்களுக்கும் நிலச்சுவாந்தார்களுக்கும் ரொம்பவும் சச்சரவுகள் நடந்துகொண்டு வருகின்றன. அவர்களுக்கு சரியான வாரம் கிடைப்பதாகவே இல்லை. அதனால் அவர்களுக்கு திட்டவாட்டமாக இவ்வளவு கொடுப்பது என்று இருக்கவேண்டும். நிலைமை அவ்விதம் இருக்கும்போது கஸ்டமரி (customary) என்றிருந்தால் கிராமங்களில் குறிப்பாக வாரம்தார்களுக்கும் நிலச்சுவாந்தார்களுக்கும் பல குழப்பங்களும் சச்சரவுகளும் ஏற்படலாம். அதனால் கோர்ட்டுகளுக்குப் போகும் நிலைமை ஏற்படும். அந்த நிலைமை ஏற்படாமலிருக்க இப்பொழுது இருக்கும் வாரத்தை எடுத்துவிட்டு ஒரு ஏக்கருக்கு ஒரு கட்டு வைக்கோல் கொடுப்பது என்றிருந்தால் ரொம்பவும் நல்லதாக இருக்கும். இந்தச் சட்டத்தின்படி விவசாயச் செலவு பூராவும் விவசாயியே ஏற்கவேண்டும் என்று இருக்கும்போதும் விவசாயிகளே மாடு களும் வைத்துக்கொண்டு சாகுபடி செய்யவேண்டும் என்றும், அவர்களே குப்பை அடித்து சாகுபடி செய்யவேண்டும் என்றும் இருக்கும்போது குறிப்பாக ஒரு ஏக்கருக்கு ஒரு கட்டு வைக்கோல் கொடுக்கவேண்டும் என்று திட்டவாட்டமாக இருக்கவேண்டியது ரொம்பவும் அவசியமானது. இந்தத் திருத்தம் ஒரு நல்ல நோக்கத்துடன்தான் கனம் ராஜகோபாலராவ் அவர்களால் கொண்டுவரப்பட்டிருக்கிறது. இந்தத் திருத்தத்தை கனம் பிரதம மந்திரி அவர்கள் ஒத்துக்கொள்வாரா என்ற நம்பிக்கையுடன் இந்தத் திருத்தத்தை நான் ஆதரிக்கிறேன்.”

* THE HON. SRI C. RAJAGOPALACHARI:—“ Sir, I think the matter has to be cleared a little before we begin discussion on the amendment. I want one thing to be made clear. I do not know whether I have forgotten it or I am making a mistake about it. The proposal in clause 8 is about sharing of produce. We have disposed of the question of share and we no doubt went into a division on one particular motion, namely, Mr. C. V. K. Rao's amendment. So that question has been disposed of so far as the first sub-clause goes.

“ Now in sub-clause (2), the amendment seeks to re-open the question of share also. I can understand the discussion about the straw. I can understand a discussion on any other incidental matter. But the amendment proposes again ‘three-fifths’ in the place of two-fifths in the sub-clause.”

SRI T. VISWANATHAM:—“ The first sub-clause is about waram. The second sub-clause is about tenancy.”

* THE HON. SRI C. RAJAGOPALACHARI:—“ Then about tenancy, if the tenancy provides for any rent, does the amendment go to mean that although the waram is three-fifths, where rent is paid in cash, the calculation for the money as well as for the grain due should be made in a different proportion? ”

SRI T. VISWANATHAM:—“ Yes.”

[2nd December 1952]

MR. SPEAKER :—" Let me suggest that Mr. P. Pundarikakshacharyulu also may move his amendment so that we can have a discussion on all the amendments. When putting to vote, I shall put the amendments separately."

* SRI P. PUNDARIKAKSHACHARYULU :—" Sir, I move my amendments to clause 8—

(1) In sub-clause (2) for the word " three-fifths " substitute the word " one-third " ;

(2) In paragraph 2, line 2, of sub-clause (2) for the word " three-fifths " substitute the word " one-third. " , , ,

SRI S. RAMALINGAM :—" On a point of information, Sir,

MR. SPEAKER :—" No. Let not the hon. Member disturb another hon. Member when he is on his legs. If he wants to say anything, let him say it on a point of order."

SRI S. RAMALINGAM :—" I want information."

MR. SPEAKER :—" Not, in the middle."

* SRI P. PUNDARIKAKSHACHARYULU :—" In moving the amendments, I wish to submit to the House that our Chief Minister, Mr. Rajagopalachari, time and again has said that the people should not leave their normal avocations and hereditary professions. I need not dilate upon his primary duty, as head of the Government, to see that he enacts such laws that people will not leave their hereditary professions and normal occupations. The agricultural industry or profession is one of the main industries in our country and, therefore, persons who are pursuing this profession should have a large share in the produce so that they can pull on with their occupation even somewhere near the standard of living. I would request the Government to accept the amendment to make the share of the landowner one-third. My amendments are in tune with the recommendations made by the Andhra Provincial Kisan Congress which can very well represent the cause of Kisans and in answer to a questionnaire issued in 1947 by the then Government regarding land reforms opined that the cultivating tenant should have two-thirds of the gross produce. It is curious that in the Select Committee, the Hon. Mr. C. Subramaniam and the Hon. Mr. N. Ranga Reddi, who were signatories to the majority report of the Subramaniam Committee, were not agreeable to and voted against the amendments moved by Mr. T. Viswanatham and others that the share of the tenant should be as recommended by the Subramaniam Committee. I need not once more point out that the landlords should not continue to get a large share for their mere ownership in the land and thus exploit the tenantry. This should be done in the interests of people taking to the agricultural profession and the agricultural industry and production itself. The landlord should not have a larger share than the tenant so that exploitation of the peasantry may stop. Therefore, I request the House to accept my amendment."

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MR. SPEAKER :—" Who is seconding the amendment? "

11-50
a.m.

SRI G. LATCHANNA :—" I second the amendment, Sir. "

MR. SPEAKER :—" Then the hon. Member, Sri Ramamurthi, may also move his amendment so that there can be a discussion on all the amendments. "

SRI P. RAMAMURTHI :—" My amendments are consequential ones. I will omit such of those that have already been disposed of and move only the other ones. "

MR. SPEAKER :—" Let him move the first one now and the others can be taken up later with the other amendments. "

* SRI P. RAMAMURTHI :—" I beg to move—

' In sub-clause (2), omit the word, " normal " occurring in the first paragraph of the sub-clause. '

"The present sub-clause provides for the following :—

' Where the tenancy provides for any rent, the tenant shall be bound to give to the landowner (in addition to the customary head-loads of straw, where there is any) three-fifths (or such lower proportion, if any, as may have been agreed upon between the parties) of the normal gross produce of the land, after deducting all harvesting and poradi charges in the case of paddy and the like charges, if any, in the case of any other crop. '

I ask the Government to omit the word ' normal ' in the sub-clause in which case it would mean, ' Give to the landowner three-fifths of the gross produce of the land. ' If we provide for his giving three-fifths of the normal produce, it will lead to lot of litigation. What exactly has been the normal produce on a particular land over a period of years or whether the produce in a particular year could be taken as normal produce, or whether an average has to be taken for finding the normal, all these questions would become the subject-matter of litigation. We must now try to see that we avoid litigation as much as possible. If the Government omit the word ' normal ' and provide something definite under the terms of the contract, then the tenant is bound to pay it, provided it is not more than three-fifths of the gross produce. That is what I want. We want to give to the labourer a certain portion of the fruits of his own labour. Say, in a particular year, the total yield might be a hundred kalams. The tenant must be entitled to keep 40 kalams for himself out of the 100 kalams. If we say that he shall be entitled to 40 per cent of the normal yield, nobody knows what the normal yield is. It may be 120 or something else in which case the share of tenant will be much lower than the 40 per cent. In order to obviate the difficulties and see that the tenant is actually given the 40 per cent benefit I seek to move for the deletion of the word ' normal ' from this sub-clause. If this is accepted a certain amount of justice can be done to the tenants. "

* SRI K. VINAYAKAM :—" Mr. Speaker, Sir, in seconding the amendment moved by my hon. Friend Sri Ramamurthi I wish

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to point out that words such as 'normal', 'customary head-loads' which are ambiguous and which give scope for parties to disagree at the time of settlement ought not to be used in a legislation. The Hon. the Chief Minister would have noticed the fact that two or three days ago a conference of the landowners was held at Kumbakonam. A resolution was passed in that conference protesting against the Tenants Protection Bill now under discussion. The landowners went to the extent of even charging the Hon. Chief Minister that he was on the side of the Communists rather than on the side of the landowners. That evidently showed that though the intentions of the Hon. the Chief Minister were good in moving this kind of legislation, he was neither liked by the landowners nor wanted by the supporters of the tenants who were now moving these amendments to the Bill. I rather wish the Hon. the Chief Minister takes a definite side, either on the side of the landowners or on the side of the tenants. Now he is neither pleasing the landowners nor the tenants and their supporters. He is only trying to pacify them during this troubled period. He is trying to take away the winds from the sails of the Communists by bringing in such a half-hearted measure. In order to avoid all these misunderstandings I would appeal to the Hon. the Chief Minister to delete such words which do not convey any definite meaning and put in proper words in their place, if he cannot drop them altogether. The framers of the Bill must always hit upon definite proposals instead of giving scope for such kind of misunderstandings in the future."

*SRI C. KANDASAMI :—“கனம் சபாநாயகர் அவர்களே! தோழர் ராமமூர்த்தி அவர்களால் பிரேரிக்கப்பட்டிருக்கும் திருத்தத்தை ஆதரிக்கிறேன். அதன்சாரம் என்னவென்று நாம் பார்க்கவேண்டும். In sub-clause (2), *omit the words 'normal' occurring in the first paragraph.* அதாவது இப்பொழுது நூற்றுக்கு 40 வாரம் என்று சொல்லிய பிரகாரம் ஒரு வருஷம் நன்றாக விளைந்தாலும் இப்போம். விளையாவிட்டாலும் இல்லை. அப்படி விளையாதபொழுது பிரகாரங்கள் விவசாயிகளைக் கஷ்டப்படுத்தாமல் இருப்பதன் பொருட்டு திட்டவட்டமாக நாம் சட்டத்தில் ஒரு ஏற்பாட்டைச் செய்ய வேண்டுமென்பதற்காகத்தான் இந்தத் திருத்தத்தைக் கொண்டு வந்திருக்கிறோம். Normal என்று இந்தப் பிரிவில் உபயோகப்படுத்தியிருப்பதானது மிகவும் சிக்கலை விளைவிக்கக் கூடியதாக இருக்கிறது. குறிப்பாக ஒன்றை இங்கேயுள்ளோரின் கவனத்திற்குக் கொண்டுவரவிரும்புகிறேன். இன்றையதினம் தஞ்சாவூர் ஜில்லாவில் ஏற்கனவே விளைந்த ஒரு கணக்கை வைத்தக்கொண்டு அதன் பிரகாரம் ஒரு அளவை நிர்ணயித்துக்கொண்டு இவ்வளவுதான் குத்தகை அளக்கவேண்டுமென்று நிர்ணயித்து விவசாயிகளால் நன்றாக எழுதி வாங்கிக்கொண்டு வருகிறார்கள். அவர்கள் அப்படிச் செய்ததன் காரணமே இந்த normal என்ற வார்த்தையை அடிப்படையாகக் கொண்டதான். இம்மாதிரி பல குத்தகைப் பத்திரங்கள் எழுதப்பட்டிருக்கின்றன. எவ்வளவு விளைகின்றதோ அந்த விளைவில் நாற்பது சதவிகிதம் விவசாயிகளுக்குச் சேர்ந்தது என்று திட்டவட்டமாக நிர்ணயித்தேவிட வேண்டுமே தவிர சாதாரண விளைச்சலில் 40 சதம் என்பது அதிக பூசனை உண்டுபண்ணும். அதன் காரணமாகத்தான் அந்தமாதிரியான சிக்கலை பின்னால் உண்டுபண்ணக்கூடாது என்பதற்காக இந்தத் திருத்தத்தை தோழர் ராமமூர்த்தி பிரேரித்திருக்கிறார்கள். சமரச மனப்பான்மையை வளர்க்க வேண்டுமென்பதே இதன் நோக்கம். ஆதலினாலேதான் இந்தத் திருத்தத்தை சர்க்கார் ஏற்றுக்கொள்ளவேண்டும். இதனால் கெடுதல் இல்லை யென்று சொல்வது சரியல்ல. இன்றையதினம் பல விவசாயிகளை பாதிக்கக் கூடிய வகையில் குத்தகைப் பத்திரங்கள் எழுதப்படுகின்றன. இதையெல்

லாம். தடுக்க இந்தத் திருத்தம் மிகவும் அவசியம். சர்க்கார் இந்த normal என்ற வார்த்தை நீக்க வேண்டுமென்ற ஸ்ரீ ராமஸ்ரீத்தியின் திருத்தத்தை ஏற்றுக்கொள்ளவேண்டுமென கேட்டுக்கொண்டு என் பேச்சை முடித்துக் கொள்ளுகிறேன்.”

SRI R. SIDDANNA GOWD :—“ ఇప్పుడు ‘customary and normal’ అనే పదాలు సహజంగానే friction కు దారితీస్తాయి. ఒకటి litigation కు దారితీయకపోయినను ఏది ఎట్లున్నా యీ customary and normal అనే పదాలు యీ క్లాజులోనుంచి తీసివేసి వాటి స్థానములలో clear గా define చేసే టిటువంటి సంఖ్యను చేర్చితే వాగుంటుందని చెప్పేయో యీ సభలోను నేను బలపరుస్తున్నాను. ”

* THE HON. SRI C. RAJAGOPALACHARI:—" Mr. Speaker, Sir, Mr. Vinayakam described my unfortunate position but let me say that any attempt to do justice must necessarily lead sometimes to that position and we need not worry about that. The various criticisms offered in the Press will help us sometimes to understand one another and sometimes to correct our wrongs. We need not always try to please anybody in particular which is what Mr. Vinayakam had asked me to do. We need not do anything to please this side or that side but continue to carry along as we have done hitherto. The points under discussion are two or three.

“ The first refers to the fact that the words ‘ customary ’ and ‘ normal ’ are too vague and should be removed and substituted by something more definite. With regard to the share payable to waram tenants, we have already finished that clause. The question now is whether with reference to cases where there is agreement between the landowner and the tenant that a certain rent should be paid, if amendments such as now proposed are carried out, it would mean that fixed rent tenancies are also to be reduced to the position of waram tenancy. Instead of doing that what we should do is to give as much predominance as possible to the agreement between the parties concerned and then correct any errors which might arise in its working. The second sub-clause to this clause provides that where there is agreement it shall be given effect to. But the clause is circumscribed by one condition that no landlord will be entitled to obtain an agreement from the tenant less favourable than the proportion already agreed upon. The provision now is only how to calculate that ‘ less favourable ’ clause. Sub-clause (2) says that it shall be calculated on the basis of the price at the previous harvest, the net quantity being the normal gross produce. The objection taken is that it may be fixed on the actual gross produce of that year rather than the normal produce and that by this fixation of the normal produce in that particular year the tenants’ share would be seriously affected. The clause as it stands at present seeks to give to the Conciliation Officer or the Revenue Court the right to say what the normal gross-produce of that particular land under dispute is, apart from any special increase in the yield during the particular year. There is a certain amount of flexibility provided for in this sub-clause. To my view

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it is better to have a certain amount of flexibility in this case. The question now revolves round the fixation of the rent payable. Above what limit it should not go and below what limit it should not come down is to be determined by the Conciliation Officer or the Revenue Court if the parties do not come to an agreement or come to a wrong agreement. Previously we termed the basis as the 'average' gross produce. But as we thought that it might lead to some difficulties in the calculation of the gross produce, the term 'normal' gross produce has been introduced. I think this is quite fair to all parties concerned. If I were to accept Mr. Ramamurthi's amendment, sometimes the judgment might lead to favourable share for the tenant and at other times to his disadvantage. There can be interminable arguments one way or the other. But I do submit that the term 'normal' is quite fair and I request hon. Members not to press their amendment. I presume that the wording 'normal' would result only in favour of the tenant and not in their disfavour as feared by the Opposition.

"As regards the 'customary headloads', let me remind hon. Members that 'customary headloads' differ in each place. In each place the tenants have a particular custom following which they surrender some portion of the straw to the landlord. I think the word 'customary' would give the Revenue Court enough room for finding out the ways and habit of the vast majority of tenants in that particular area. We cannot compel all to give a particular portion of the straw thus deviating from age-long custom in that particular area. Hence I request hon. Members to leave the word 'customary' as it is, as such wording will not create any difficulty.

"Regarding the share of the tenants in the produce, I submit that we cannot have a new share different from the waram share, and so I would request hon. Members not to change the two-fifths share now provided for to one-third, one-fifth or whatever it might be."

* SRI P. RAMAMURTHI :—"I am rising to clarify the position, Sir. The Hon. the Chief Minister does not know the exact position in the Tanjore district. There are two systems of tenancy in vogue. One is the waram tenancy and the other is what is called 'கட்டுக்குத்தகை' that is fixing the rent payable by the tenant either in cash or in kind beforehand at a fixed rate. If in a particular year it is estimated that there would be a shortage in the produce or the harvest will not yield the normal produce, a system known as 'புள்ளிபார்க்கிறது' is put into operation. Before the actual harvest takes place, the parties (viz., the landlord and the tenant) go to the field and inspect the standing crop. On the basis of their inspection they come to a certain agreed percentage of share in the produce. This will definitely be much lower than the average normal share which a tenant has to pay to the landlord. Now this system of புள்ளிபார்க்கிறது will be completely given the go-by by the insertion of the present provision in the Bill. I refer to the provision which says that the tenant is bound to

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give the stipulated amount under the agreement irrespective of the fact whether there has been a failure in the crops or not. The compulsion cast on the tenant to pay three-fifths share of the produce to the landowner irrespective of the failure of the crops should be removed. Therefore I say that the interpretation that is now being put by the Hon. Chief Minister is not correct. The term 'normal gross produce' will create another difficulty also. The mirasidars who previously used to follow the custom of புள்ளியளக்கிறது will not show such a concession now. Whether the particular crop has been a particularly bad one or not, it does not matter for them. They will insist that as the law provides that they should be given the three-fifths share of the produce, the tenants are in duty bound to pay the three-fifths share. The term normal produce will thus go against the tenants in the case of a year when there has been a failure of the crops. The mirasidars would try to harass the tenants to pay the usual rate of three-fifths of the produce. That is why I request that the present wording of normal gross produce, be deleted."

SRI K. RAJAGOPALA RAO :—“ నా సవరణను నేను ఉపసంహరించు కోవడంలేదు. ప్రధాన మంత్రిగారి వాదనతో నేను విశేషించలేకుండా యున్నాను. ఎందుచేతనంటే ఈ customary headloads విషయం అతి సేరికగానే పరిష్కార జూతుందని ముఖ్య మంత్రి చెబుతున్నారు. కాని విమూలం practical knowledge ఉన్నా ఒక ప్రాంతానికి యింకొక ప్రాంతానికి, ఒక జిల్లాకూ యింకొక జిల్లాకూ ఈ మామూళ్లలో ఉండే తేడాలవల్ల అనేక చిక్కులు ఉత్పన్నమౌతాయనేది స్పష్టం. ఇప్పటికే ఘాస్వాములకూ కొలుదాల్లకూ మధ్యచిక్కులు తెచ్చిపెట్టి క్లాజులు చాలా ఆమోదింపబడ్డాయి. ఈ క్లాజునుకూడా యథాతథంగానే ప్యాసుచేయించాలని ప్రధాన మంత్రి శట్టు బట్టి, గడ్డిలో కూడా ఘాస్వామికి భాగమివ్వడం సమజస్థంగా కన్పడటంలేదు. అందుకని నా సవరణను వోటుకు పెట్టాలనే నేను కోరుతున్నాను. ”

SRI P. PUNDARIKAKSHACHARYULU :—“ Mr. Speaker, 12-10
Sir, I am pressing my amendment. p.m.

* THE HON. SRI C. RAJAGOPALACHARI :—“ I submit, Sir, that this is an interloper amendment if I may so call it. The clause as it stands deals with a certain matter. The hon. Member Sri P. Ramamurthi rightly said that certain very good customs are prevailing; but unfortunately we have disturbed all those customs and the faith in those customs is lost more or less; only we will have to revive them by a period of normal working; to-day we cannot depend upon them. Therefore it is that this Bill proposes that there should be a statutory limitation to the amount of rent which can be written down even in an agreement. The clause does not thrust aside any agreement among the parties concerned, but it says that it shall not be more than so much, and even if the parties agree, it shall be invalid. This clause as it stands deals with this. Now, what the hon. Member Sri P. Ramamurthi says and what Sri C. Kandaswami is supporting is that there should be provision for bad years by way of remission. It has nothing to do with the equating of the value 'beyond which' or 'below

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which ' the agreement should not be allowed to operate. That is not what this clause deals with. In substance, the suggestion of Sri P. Ramamurthi is; ' that although we do not trust one another and although we seek a legislative measure in order to force the landlord to act according to certain measure apart from custom, there should be a provision for remission in the case of bad years.' Now I have no objection to consider it. But it has nothing to do with this clause. It should be a separate proposal, that for bad years the revenue Court shall deal justly with the parties concerned. But, it cannot be introduced in sub-clause (2). This is the position, Sir."

MR. SPEAKER :—" I am first putting Sri K. Rajagopala Rao's amendments to vote. The question is—

' In sub-clause (2) for the words " customary headloads ", substitute the words " one headload of straw per acre ".

In sub-clause (2), for the word " three-fifths," substitute the word " two-fifths ".

In sub-clause (2), paragraph 2, for the word " three-fifths ", substitute the word " two-fifths ".

The amendments were lost.

MR. SPEAKER :—" I am next putting Sri P. Pundarikakshacharyulu's amendments to vote. The question is—

' In sub-clause (2), for the word " three-fifths ", substitute the word " one-third ".

In paragraph 2, of sub-clause (2), for the word " three-fifths " substitute the word " one-third ".

The amendments were lost.

MR. SPEAKER :—" I am now putting Sri P. Ramamurthi's amendment to vote."

* SRI P. RAMAMURTHI :—" In view of the Hon. the Chief Minister's assurance that he will consider the amendment if moved at the appropriate place, I wish to withdraw my amendment."

The amendment was by leave of the House withdrawn.

Sub-clause (4).

MR. SPEAKER :—" The Government have given notice of an amendment substituting a new sub-clause for sub-clause (4) (a). Let the Government move that amendment now. I will take the amendments given notice of by Sri G. Rama Rao, Sri D. Seetharamiah and Sri K. Rajagopala Rao as amendments to Government amendment."

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THE HON. SRI M. A. MANICKAVELU NAICKER :—" Mr. Speaker, Sir, I beg to move the following amendment :—

' For sub-clause (4) (a), substitute the following :—

" (a) The tenant shall be entitled to raise at his own risk and cost any of the usual catch crops which he wishes, provided that he shall grow green manure on an area not less than that on which he grows the catch crop or on such extent as may be notified by the Government."

Sir, the tenant cannot grow catch crops all over the land. He can grow catch crops on about half of the land he cultivates and on the other half he is bound to cultivate green manure in order to keep up the fertility of the soil. This is the position, Sir."

SRI K. VINAYAKAM :—" Sir, are the Government dropping their other amendment ' in sub-clause (4) (a), line 3, omit the words ' leguminous crops or '."

MR. SPEAKER :—" Yes, the Government are not moving that amendment. Motion moved—

' For sub-clause (4) (a) substitute the following :—

" (a) The tenant shall be entitled to raise at his own risk and cost any of the usual catch crops which he wishes, provided that he shall grow green manure on an area not less than that on which he grows the catch crop or on such extent as may be notified by the Government."

SRI P. RAMAMURTHI :—" Sir, I am afraid the Hon. Ministers' explanation goes against the amendment. The original clause lays down, ' The tenant shall be entitled to raise at his own risk any usual catch crop which he wishes, provided that he shall grow leguminous crops or green manure on one-half of the land or on such other extent as may be notified by the Government.' I think the word ' land ' refers to the whole land."

THE HON. SRI M. A. MANICKAVELU NAICKER :—" Yes."

* SRI P. RAMAMURTHI :—" So, if a tenant takes about 5 acres of land on lease and if he grows catch crops on about $2\frac{1}{2}$ acres, he is bound to grow green manure on another $2\frac{1}{2}$ acres. This is the position according to the original sub-clause. But, according to the amended sub-clause, if he grows catch crop on $2\frac{1}{2}$ acres of land, he shall be bound to grow green manure on another $2\frac{1}{2}$ acres of land. Sir, I now want to move a verbal amendment to the Government amendment ' that he is bound to grow green manure on an area equal in extent to that on which he grows catch crop.'"

* THE HON SRI C. RAJAGOPALACHARI :—" Sir, the sub-clause is flexible. In the sub-clause it is said, ' that he shall grow green manure on an area not less than that on which he grows the catch crop . . . ' So, it is not necessary."

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MR. SPEAKER :—" The question is—

' For sub-clause (4) (a), substitute the following :—

" (a) The tenant shall be entitled to raise at his own risk and cost any of the usual catch crops which he wishes, provided that he shall grow green manure on an area not less than that on which he grows the catch crop or on such extent as may be notified by the Government." "

The amendment was carried.

12-20 p.m. MR. SPEAKER :—" We now come to Mr. Rajagopala Rao's amendment, namely, ' Delete sub-clause (4) '."

SRI S. RAMALINGAM :—" Mr. Speaker, Sir, you read in the amendment of the Hon. Minister the words ' shall grow green manure on an area not less than that on which he grows the catch crop '. Is it on ' any area ' or on ' an area ' ? "

MR. SPEAKER :—" We have already passed that amendment."

SRI S. RAMALINGAM :—" I want a clarification whether the words are ' any area ' or ' an area '."

MR. SPEAKER :—" If the Hon. Minister wants to say anything, I have no objection."

THE HON. SRI C. RAJAGOPALACHARI :—" Sir, it is on the same land. So the area should be described as ' an area ' and not ' any area '."

* SRI K. RAJAGOPALACHARI :—" Sub-clause ను యిప్పుడు amend చేశారు కాదా డీ! అయినా నాకది అవసరం కాలేదు. యీ నాల్గవ clause ను మొత్తం నా delete చేయమని నా సవరణ ఎందుకంటే రెండవ పంటలో థామస్ మిక్సి 3-వ థామస్ ము యిచ్చేటప్పుడు, మొదటి పంటలో ఎవరికెంత పాబు వుండాలో define చేసి నప్పుడు, కొలుదారుకు అన్యాయం చేయబడింది. రెండో పంటలో కొలుదారుకు విచ్చాటు చేయబడిన ఆ థామస్ కూడా అతనికి గిట్టుపాటు కాకుండా చేయడానికై ' సగము థామిలో green manure వేసితిరాలి ' అనే నిర్బంధపు షరతు ప్రవేశ పెట్టడం చాలా ఘోరం. ఈ clause వలన కొలుదారుకి ఎర్విధమైన లాభము లేదని నా ఉద్దేశ్యము. ఇలాంటి నిర్బంధపు షరతు ఎందుకు పెట్టవలసివచ్చిందో నాకు జోధ పడటంలేదు. థామికి ఎందు ప్రేమో సభలలో కొలుదారు ఎలాగూ శ్రద్ధ తీసుకుంటాడు. ఎక్కువ పండించేదానికి ఆ soil ని బట్టి పెరుగుబట్టి రసా మినిక ఎ. థామస్ నూ, పచ్చి ఎరువులూ నూ ఏ ఎరువు వేస్తే లాభం కలిగి వచ్చును అది ముగించుకోడానికి కొలుదారుకి option ఉంది పెట్టాలి. అలా కాకుండా నిర్బంధపు షరతులు కొలుదారు తలచిన దుద్దితే ఏమీ ప్రయోజనంలేదు అందువల్ల యీ నిర్బంధం తీసేయాలని నా ఆధి పాయం యీ clause ను amend చేసినా ప్రయోజనంలేదు. మొత్తం ఈ క్లాజు నే తీసేయాలి "

SRI R. SIDDANNA GOWD :—" I second the amendment. Sir."

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THE HON. SRI M. A. MANICKAVELU NAICKER :—" Sir, the hon. Member has not convinced me as to the necessity for this amendment."

MR. SPEAKER :—" I now put the amendment to the vote of the House. The question is 'Delete sub-clause (4) '."

The amendments was lost.

MR. SPEAKER :—" We come next to Sri Seetharamiah's amendment."

* SRI D. SEETHARAMIAH :—" ఆధ్యక్ష, sub-clause (4) యొక్క (ఎ) సెక్షనులో యిప్పుడు కొత్తగా మంత్రిగారు ఒక సవరణ లిసుకొనివచ్చారు. ఈ సవరణనూడా అంగీకారం కావద్దని నేను తెలియజేయచున్నాను. ఎందుచేతనంటే రైతు కుడించేతున్న పంట పంట ఎప్పుడెప్పుడు పెట్టాలో ఆధినికే వదిలితే మంచిది. ఈ విషయమునూ నిర్బంధాలు పెట్టినందుడం అది రైతుయొక్క అదాయం పెరుగుతుందా లేదు. ఎంత విస్తీర్ణములో పచ్చని బరువులు పెంచాలో నిర్ణయించే అధికారాన్ని ప్రభుత్వం లిసుకొని రైతు మెదడు గుడించడా కనిచేయదలచింది. మొదట పంటలో రైతుకు అయిదింటి రెండుభాగాలు మాత్రమే యిస్తూ రెండవ పంటను పూర్తిగా ఆధినికే యివ్వకుండా అందులోనూడా ఖాస్సామికి భాగమివ్వాలంటూ, నిర్ణయిస్తూ, ఆ రెండవ పంటను చేసేవిషయంలోనూడా రైతును నిర్బంధించడం అక్కరం. అందుకే నేనీ సవరణను తెచ్చాను. క్లాజు 4 (a) లో 'The tenants share . . . which he wishes' ఈ పదాలను మాత్రం తుంచి తక్కిన భాగమును అంతా విడిచిపెట్టాలని నేను కోరుతున్నాను."

SRI N. SIVARAMI REDDI :—" I second it."

THE HON. SRI M. A. MANICKAVELU NAICKER :—" Sir, I am afraid the hon. Member does not know the actual conditions in the Tanjore district. I know more of it than he does—a little more. I think his amendment will not be useful, even from his own point of view."

* SRI D. SEETHARAMIAH :—" ఆధ్యక్ష, మంత్రిగారు తంజావూరు జిల్లా పరిస్థితులు నాకు తెలియవని తెలిపారు. వారికే ఎక్కువగా తెలుసునని చెప్పుతున్నాను. ఏ జిల్లాలోనైనా ఆ జిల్లా విషయము తెలిసినప్పటికీనీ, యితర జిల్లాల విషయములునూడా తెలుసుకొనగలరని వారికి చెప్పుచున్నాను. తంజావూరు జిల్లా రైతుల పరిస్థితులు చూచి తనకు తెలుసునని తెలిస్తూ మంత్రిగారు చెప్పుచున్నారు. వారికి కొంచెం కష్ట సుఖములు తెలిసియుంటే యీ క్లాజు పెట్టవలసింది నా amendment ను అంగీకరించాలని కోరుతున్నాను."

MR. SPEAKER :—" I now put the amendment to the vote of the House. The question is—

'In sub-clause 4 (a), omit the words "provided that he shall grow . . . by the Government "'."

The amendment was lost.

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MR. SPEAKER :—“ We now come to sub-clause (4) (b) ; Sri Seetharamiah may move his amendment.”

SRI D. SEETHARAMIAH :—“ నేను నా సవరణను ప్రతిపాదిస్తున్నాను :—

‘ Omit sub-clause (4) (b). ’ ”

* SRI VAVILALA GOPALAKRISHNAIAH :—“ అధ్యక్షా, ఇప్పుడు ఒక ప్రధానమైన విషయం మనము చర్చించి తేల్చుకోవలసిన అవసరం ఉన్నది. ఈ catch crop పంటలో భాగము ఘాస్వామికి యివ్వాలని మన రివిన్యూ మంత్రిగారు చెప్పారు. తంజావూరు జిల్లా యొక్క సంగతులు మన కండరికి తెలియదని వారంటున్నారు. బహుశా వారికిగూడా తెలియదని నేనంటున్నాను. ఇప్పుడు యీ విషయములో మనకు తంజావూరు సంగతులు ఎంత తెలుసుకోవాలి, వారికిగూడా అంతే తెలుసును. కాని ఒక విషయము చెప్పాలి. ఏ పరిస్థితులైనా వారు ఆర్థం చేసుకోగలరు. ప్రస్తుతం మన అసెంబ్లీలో ఏ constituency లో ఉన్న వారికి ఆ constituency విషయములు మాత్రమే తెలుసునుగాని, ఇతర విషయములు ఎట్లా తెలుసునని ఆధిప్తాయపడి వారు ఎత్తిపాడుతున్నారా ? అందులో గూడా ఆ జిల్లా వారికిగూడా యింకా ఆసక్తి సంగతులు తెలియవనిగూడా అన్నారు. అట్లా అయితే వారికిగూడా ఆ జిల్లా సంగతి చాలా తెలియదనే చెప్పవలసి వుంటుంది. నేను మాత్రం వారికి యేమీ తెలియదనే చెప్పుచున్నాను. ఏమిటంటే కృష్ణా జిల్లాలో ఉన్నటువంటి పరిస్థితులు వారికిగూడా తెలియదన్నమాటే. ఒక జిల్లా వారికి మరొక జిల్లా విషయాలు తెలియవు అని ఎత్తిపాడిస్తే లాభం లేదు. అన్ని జిల్లాల సంగతి తెలుసుకోవలసి వుంది. మా జిల్లా సంగతి నాకు చాలా తెలుసును. ముఖ్యంగా catch crop లో భాగము మా జిల్లాలలో ఘాస్వామి తీసుకోడు. ఈ సంగతి నేను గట్టిగా చెప్పగలను. కారణమేమిటంటే మొదటి పంటలో వాటా పరతు ప్రకారం ఘాస్వామికి చెల్లించి ఆ తర్వాత ఆ ఘామిలో ఏ పంటబాగా పడుతుందని అనుకుంటాడో ఆ పంట వేసుకుంటాడు. అంటే, రెండవ పంట క్రింద ఒకప్పుడు కిల్లితెనర వేస్తాడు. అందులో వచ్చిన గింజలు అమ్ముతాడు. అంతే కాకుండా, విల్లితెనర ఆకు ఎరువుగా చేసుకుంటాడు. గొడ్డనుకూడా మేపుకుంటాడు. అన్ని విధాలా లాభం చేసుకుంటాడు. అది లేకపోతే రెండవ పంట క్రింద జనుము వేస్తాడు. ఎరువుగానూడా ఉపయోగిస్తాడు. అదీనూడా పండకపోతే నష్టముకూడా వచ్చే అవకాశం ఉంటుంది. ఇందులో పండినాకూడా ఘాస్వామికి భాగము అనేది లేదు. ఒక్కొక్కప్పుడు జనపగింజలుగూడా అమ్ముకుంటాడు. ఈ విధంగా తన ఖర్చును గిట్టుబాటు చేసుకుంటాడు. ఇటువంటివాటిలో కష్టములు వస్తే అది సాంప్రదాయానికి వ్యతిరేకమే అంటాను. అందువల్ల యీ సవరణను నేను బలపరుస్తున్నాను.”

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* THE HON. SRI M. A. MANICKAVELU NAICKER :—“ Mr. Speaker, Sir, the hon. Member who has just concluded thinks he knows about conditions in Tanjore but unfortunately in his speech he has exhibited his complete ignorance of the matter. Customarily, the catch crops used to be shared in the proportion of half and half, but here it is provided that the bhooswamulu will only be given one-fifth which the hon. Member will grant is a great step forward in helping the tenant and hitting the bhooswamulu.”

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SRI D. SEETHARAMIAH :—“అధ్యక్ష, 8 వ క్లాజులో ఖన్న 4 (b) అనే సబ్-క్లాజును పూర్తిగా యివ్వేయాలని సవరణను ప్రతిపాదిస్తున్నాను. ఈ సబ్-క్లాజు ప్రకారం రైతులు రెండవ పంటలో కూడా భూస్వాములకు పండించిన దానిలో ఆయిదింటి ఒక భాగం ఇవ్వవలసి ఖన్నది. రెండవ పంటలో భూస్వాములకు భాగమిచ్చే వ్యతియిచ్చటలేదు. సర్కారు జిల్లాలోనూ, రాయలసీమ జిల్లాలోనూ రెండవపంటలో భూస్వాములకు భాగమివ్వబడదు. పండించుకొన్నంత రైతులకే చెందుతుంది. కానీ కాంగ్రెసు మంత్రివర్గం యిట్టి సహాయాన్ని తంజావూరు రైతులకు చేయ నిరాకరించుచున్నది. ఇట్టి భావముతో గడ్డితమైన యీ 4 (b) సబ్-క్లాజును రద్దుచేయాలని కోరుచున్నాను.”

The amendment was by leave withdrawn.

SRI G. RAMA RAO :—“ Mr. Speaker, Sir, I beg to move—
For sub-clause 4 (b), substitute the following :—

“(b) Of the catch crops so raised the landowner shall be entitled to no share whatsoever.”

“Catch crop లో ఏ విధంగాను భూస్వామికి భాగ మివ్వగూడదనేది నా amendment. యంతవరకు చర్చించిన తరువాత మనకు కనబడేది tenants కు, వన్నె యాళ్లకు రక్షణలన్నియు వచ్చుచున్నాయి. నిజమైన ఉత్పత్తి దారులకు శ్రమ జీవులకు కన్నీళ్లు తుడవడానికి మార్గమే ఈ బిల్లు తెచ్చినట్లు కనబడుచున్నది. చర్చించిన క్లాజులలో కూర్చున్నాము. ప్రస్తుతంన్న complicated భూస్వామ్య విధానికి తగినట్లు అంతకన్న ప్రజల్ని మభ్యపరచడానికి, complicate చేయడానికి యీ బిల్లు నిర్ణయించబడినట్లున్నది. నేనెదగిది ఒక్కటే.

“దేశంలో కరువుకాలుకాలు పోవాలంటే కూలిలలో ప్రస్తుతం కలుగుతున్న ఆసంతృప్తి, unrest పోవాలంటే అధికాహారోత్పత్తి కావాలి. ఉత్పత్తి యెక్కువ కావాలంటే ఉత్పత్తిచేసే శ్రమజీవులకు జీవభృతి కలిగించాలి.

“Tenants వస్తూయాలిలు కష్టపడి జీవించేవారు. అసలు ఉత్పత్తిదార్లు సామాన్యంగా రెండుమూడు ఎకరాలు సాగుచేసుకుంటూ పండించే శ్రమజీవులు. వారు పండించేదంతా భూస్వాములకు అప్పజెప్పితే ఉత్పత్తి చేస్తున్న శ్రమజీవులకు ఆధారమేది. వారికి encouragement లేదు. అందువల్ల ఉత్పత్తి కుంఠపడడం తిరిగి యీ బిల్లు నిష్పత్తిగా జనం కావడంతోనే వేరేకాదు. భూస్వామి తనకున్న పొలం అంతటిమీదను యెకరాకువచ్చే ఆదాయం కలుపుకుంటే తాను లోగడ బ్రతుకుతున్నా దానికిన్నా బాగా జీవించవచ్చు. కాని tenants దుస్థితిమార్తం దివదినం ముక్కువైపోతుంది. అందుకని రెండవపంటలో ఏమార్తం కూడా భూస్వామికి భాగమివ్వగూడదు. అందుకని బలపర్చుచు కోరుతున్నాను.”

* **SRI G. ANJANEYULU :—**“అధ్యక్ష, శ్రీ రామా రావుగారు పెట్టినటువంటి సవరణను నేను బలపరుస్తున్నాను. నేనుకోరేది ఏమిటంటే అసలు కాలదార్ల రక్షణ బిల్లు అనే పేరితో తెచ్చిన ఈ బిల్లులోని క్లాజులు అన్నీ పరిశీలించిన మీదట కాలదార్ల భక్షణ బిల్లుగా నియంత్రించుదని నా ఆధిపత్యం. ఈ బిల్లులోని క్లాజులు అన్నీ పూర్తిచేస్తే చివరకు కాలదార్లకు మిగలేది గొంతునున్నా మార్తమే అవుతుందని నా ఆధిపత్యం. కాబట్టి రామా రావుగారు పెట్టినటువంటి ఈ సవరణ నేనా తప్పక మంత్రిగారు అమోదించాలని కోరుతున్నాను.”

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THE HON. SRI M. A. MANICKAVELU NAICKER :—“ Mr. Speaker, Sir, I am sorry I cannot accept this amendment for the same reasons which I expressed some time back.”

MR. SPEAKER :—“ The question is—

‘ For sub-clause 4 (b), substitute the following :—

“ (b) of the catch crops so raised the landowner shall be entitled to no share whatsoever.” ”

“ The amendment was lost.

* SRI P. RAMAMURTHI :—“ Mr. Speaker, Sir, I move—

‘ Add the following proviso at the end of clause 8 :—

“ Provided always that where any rent is payable by the tenant to the landowner, the tenant shall have the option to pay the rent either in kind or in cash.” ’

This, Sir, is a very simple amendment. In paragraph (2) of sub-clause (2) of clause 8, it has been provided—

‘ In case the rent is to be paid in cash the value of the three-fifths or of the lower proportion aforesaid shall be calculated at the price prevailing in the year immediately preceding the appropriate five-year term.

By this proviso, option is given to the tenant whether to pay the rent in cash or in kind. I submit, Sir, this option should be given to the tenant and he should be the person to decide which will be more advantageous to him and I press that advantage for the benefit of the tenant.”

SRI K. VINAYAKAM :—“ Mr. Speaker, Sir, I second the amendment.”

THE HON. SRI M. A. MANICKAVELU NAICKER :—“ If this amendment is accepted, it will lead to lot of trouble and friction and I therefore, oppose the amendment.”

SRI P. RAMAMURTHI :—“ Mr. Speaker, Sir, I do not know if the Hon. the Minister does not understand the import of the amendment but nonetheless he has come to the conclusion that if this amendment is accepted, it will lead to friction and trouble. He has not obviously understood the amendment. Let me explain, Sir, that this is a very simple amendment. The object is to leave the option of paying rent, either in kind or in cash to the tenant in any particular year. In a particular year, he will give it in kind but in another year, he may give it in cash whichever is advantageous to him. Let him pay whatever he feels is advantageous to him; let the discretion be left to him. That is the object of the amendment, Sir.”

* THE HON. SRI C. RAJAGOPALACHARI :—“ Mr. Speaker, Sir, let me tell the House how I have understood the import of this proviso. It is to be added to the whole clause 8. Whether it is the waram tenant or a tenant who has specifically agreed to give a

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certain amount in grain, Sri Ramamurthi wants such people to be given the right to say : ' I will not act according to the terms of my contract and I will not have the landlord's portion given to him at the threshing floor, I shall go away with all the grain and let him go to the lawyers and file a suit for recovery and for damages '. That is why he is pressing for the amendment and that is why we object to the amendment."

MR. SPEAKER :—" The question is—

' Add the following proviso at the end of clause 8 :—

" Provided always that where any rent is payable by the tenant to the landowner, the tenant shall have the option to pay the rent either in kind or in cash." "

The amendment was lost.

Clause 8 as amended was put and carried.

Clause 9.

THE HON. SRI M. A. MANICKAVELU NAICKER :—" Sir, 12-40
I move— p.m.

' In clause 9, sub-clause (1), line 3, after the word " from " insert the words " within a reasonable time " .

This is required to make the drafting elegant and also fix a certain reasonable time.."

MR. SPEAKER :—" The question is—

' In clause 9, sub-clause (1), line 3, after the word " form," insert the words " within a reasonable time " ."

The amendment was carried.

THE HON. SRI M. A. MANICKAVELU NAICKER :—" Sir, I move—

' Add the following proviso to sub-clause (1) :—

" Provided that if the landowner or the tenant refuses or delays unreasonably to execute the lease-deed, it shall be open to the tenant or the landowner, as the case may be, to lodge the deed in the taluk office with a declaration that the other party has refused or delayed unreasonably to execute it." "

MR. SPEAKER :—" The question is—

' Add the following proviso to sub-clause (1) :—

" Provided that if the landowner or the tenant refuses or delays unreasonably to execute the lease-deed, it shall be open to the tenant or the landowner, as the case may be, to lodge the deed in the taluk office with a declaration that the other party has refused or delayed unreasonably to execute it." "

The amendment was carried.

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THE HON. SRI M. A. MANICKAVELU NAICKER :—“ Sir, I move—

In sub-clause (3), for the word “ contravenes ”, substitute the words “ refuses to sign or fails to lodge the lease-deed in accordance with ”.

“ This is in consequence of the other amendments.”

MR. SPEAKER :—“ The question is—

‘ In sub-clause (3), for the word “ contravenes ”, substitute the words “ refuses to sign or fails to lodge the lease-deed in accordance with ”.’”

The amendment was carried.

SRI P. RAMAMURTHI :—“ Sir, I move the amendment that stands in my name—

‘ In sub-clause (3), omit the words “ or the tenant ” wherever they occur.’

Sub-clause (3) provides that “ in the case of any tenancy, if the landowner or his agent or the tenant refuses to sign or fails to lodge the lease-deed in accordance with the provisions of sub-clause (1), the Revenue Court may impose on the landowner or the tenant, as the case may be, a penalty which may extend to fifty rupees’ My amendment wants to omit the words ‘ or the tenant ’. It would look on the face of it that we are trying to give a certain concession to the tenant for his refusal to sign an agreement. It is not so because it is always open to the landowner—knowing as we do that he is a powerful party—to go to the court saying that the tenant refuses to sign the agreement. In the normal course it would be the tenant that would be called upon to pay fine because it would be very difficult to prove that he has not refused to sign the agreement. Normally what happens is that it is the landlord that refuses to sign the agreement. The law should provide for what is actually taking place and not for a hypothetical case which is not to-day the position. I, therefore, want that the words ‘ or the tenant ’ should be omitted.”

* SRI K. VINAYAKAM :—“ Sir, I second the amendment for this reason. In any matter of conflict arising between the landlord and the tenant, it is the landlord who is at an advantage as compared to the tenant because he belongs to that class which wields unusual influence in the locality. He commands the influence on the officials with the result that he is always at an advantage. Therefore, the words ‘ or the tenant ’ should be omitted.”

THE HON. SRI M. A. MANICKAVELU NAICKER :—“ The hon. Member who moved the amendment—he played cricket and broke his leg—is not playing cricket here. He wants to make a distinction in the legislation between a tenant and a landlord. We cannot do so.”

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* SRI P. RAMAMURTHI :—" As the Hon. Minister said I played cricket and broke my leg. That is why I do not want to play cricket and break another leg."

MR. SPEAKER :—" The question is—

' In sub-clause (3), omit the words " or the tenant " wherever they occur.' "

The amendment was lost.

Clause 9 as amended was put and carried.

Clause 10.

* SRI P. RAMAMURTHI :—" Sir, I move—

' Omit from sub-clause (1), item (a) and reletter the remaining items.'

This clause is one of the most important clauses in the Bill and whether the tenant is going to get, in actual practice, the benefits that are supposed to accrue to him under the provisions of this Bill, will depend to a very great extent on the working of this clause 10. Sub-clause (1) of clause 10 provides—

' No cultivating tenant shall be evicted except as provided in section 6, or unless—

(a) he has failed to divide the produce as laid down in section 8, sub-section (1), or has failed to make over to the landowner the quantity of the produce to which he is entitled under section 8, sub-section (3), in conformity with the provisions of that sub-section; . . . '

Here we are seeking to give the tenant certain right, certain interest and that interest is that he shall have security of tenure for a period of five years. It may be that, on account of certain reasons beyond the control of the tenant himself, in a certain year he may not be able to deliver the produce the landowner is entitled to get. Is the capital punishment the only kind of punishment that can be provided in the case of the tenant? After all, there are hundreds of ways for providing penalty. For example, in the case of the landlord if he refuses to execute the terms of the agreement or such other things, he is asked to pay a certain fine. But in the case of the tenant if he fails to pay a certain thing, he is given the capital punishment, namely, the withdrawing from him the only means—the means of carrying on his avocation—of his subsistence. Under the provisions of this Bill, the landlord is entitled to get a certain proportion of the produce and it is always open to him to go to a civil court if the tenant fails to make it over to him and even attach the crop as the first charge. Why to-day the Government go out of the way and punish the tenant because he is a defaulter in a particular year? There is the normal course of seeking redress in a civil court if he fails to give that portion of the produce a landowner is entitled to get. Therefore, I say, do not follow a separate procedure in the case

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of the tenant and thereby make the tenant run the risk of losing the land that he has got even during the course of five years. So I press my amendment."

12-50
p.m.

MR. SPEAKER :—" The amendment of Sri P. Ramamurthi is as follows :—

' Omit from sub-clause (1) item (a). '

He has got also other amendments to omit items (b), (c) and (f) and reletter the remaining items."

SRI P. RAMAMURTHI :—" Sir, we are now on item (a) only."

MR. SPEAKER :—" The hon. Member's amendment is a comprehensive amendment. Some other hon. Members have also given some amendments to this clause. As the hon. Member's amendment is a comprehensive amendment, he may move his whole amendment, and then discussion might take place on all the amendments, in which other hon. Members who have given notice of amendments may also speak."

SRI P. RAMAMURTHI :—" Then, Sir, I shall move my other amendments."

MR. SPEAKER :—" Yes."

* SRI P. RAMAMURTHI :—" Mr. Speaker, Sir, I beg to move—

' Omit from sub-clause (1), item (b). '

Sir, item (b) reads as follows :—

' (b) he has failed to pay any rent accruing due after the commencement of this Act within two months of the date stipulated in the lease deed or in the absence of a lease deed, within one month of the due date according to the usage of the locality or village; or '

Sir, in the case of a waram tenant there is no difficulty whatsoever. For law provides that in the case of the waram tenant the produce shall be divided at the threshing floor. So in that case no difficulty will arise. But in the case of those tenants who have entered into an agreement to pay the landlord a fixed quantity of paddy or a fixed amount of money, sub-clause (b) provides that if a tenant does not pay that amount within two months of the date stipulated in the lease deed or in the absence of a lease deed within one month of the due date according to the usage of the locality or village, he is liable to be evicted. Sir, the tenant is bound to pay his dues to the landlord under a contract, for the moment he executes the lease deed, a contract is formed, and that contract is an enforceable contract; it is not as if it cannot be enforced in a court of law. Therefore when there is a normal procedure to recover arrears of rent why should we provide a new procedure, here, by which the land itself can be taken away from the tenant. Therefore, I submit there is no need for a new procedure to take effect now.

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"Now, Sir, I proceed to item (c). I move—

'Omit from sub-clause (1), item (c).'

Sir, what does item (c) say? It runs as follows :—

(c) he has done any act or has been guilty of any neglect which is destructive of, or injurious to, the land or any crop thereon or has altogether ceased to cultivate the land ; or'

Here again, Sir, this is a very vague sub-clause. Mark these words :

'he has been guilty of any neglect.'

What is meant by 'neglect,' Sir? Who is to define what 'neglect' is? For 'neglect' is a very comprehensive term. Unless it is defined here, it is open to the court to define it or interpret it in any manner it likes. Nobody knows exactly what it connotes. The landlord may come forward and say that his tenant has acted in such and such a way and that constitutes 'neglect'. Whether that constitutes 'neglect' has to be decided by the court. Therefore, Sir, unless we know what we are providing, (without defining the words we here use) if we use such comprehensive terms in this Bill and if we leave their interpretation to the courts we shall be allowing this term to be used as an instrument by the landlord for evicting the tenants.

"Then again, Sir, take the words—

'or has altogether ceased to cultivate the land'

Obviously, in the case of a waram tenant these words will not arise, for no waram tenant will cease to cultivate the land. Because he depends upon the cultivation of the land for his livelihood. But it is not the case in the case of the landowner. For he can afford to keep hundreds of acres of land uncultivated, as he has other sources of income. So in the case of the tenant why provide for certain things and say that if he does not do such and such a thing he shall be evicted. Again, Sir, this will happen only in deltaic areas; this will not happen in non-deltaic areas like Pattukottai or Arantangi, in which latter place not a drop of Cauvery water is available for raising crop. That whole taluk is dependent on rain water for cultivation purposes. Should there be no rain, the tenant will not be able to cultivate at all. Therefore, Sir, I submit this sub-clause will operate against the tenant detrimentally as the landowner will seek this sub-clause as an excuse to evict his tenant. Therefore, I say, whether it is intended or not, this sub-clause will nullify the benefits that are sought to be conferred on the tenants by this measure, by the large-scale evictions which will take place under it.

"Then, Sir, I go to my next amendment. I beg to move—

'Omit from sub-clause (1), item (f).'

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Let me read to the House what that item says before I comment on it. It runs thus—

‘(f) his conduct or behaviour has been such as, in the opinion of the Revenue Court, to render his continuance as a tenant on the land undesirable in the interests of good cultivation; or’

Sir, it is the Revenue Court that has to decide this question. It has to come to a decision as per its own sweet will, whether the conduct of a particular tenant is in the interests of good cultivation or not. What exactly is the sort of conduct expected from the tenant under this Bill nobody knows. What Government have in view by the word ‘conduct’ nobody knows. It may be that there is an organization of the peasants to-day, and a particular tenant may take a particular interest in that organization of peasants and that organization may ask for a higher wage for the peasants and the particular tenant may demand that. The court may say that constitutes a bad conduct according to sub-clause (f). What is there to prevent the Revenue Court from taking that view? After all we know what view these Revenue Courts are holding. They are influenced by the view of the Government of the day. They are influenced by the political opinions of the Government. They look at things with favour or disfavour as per the view of the Government. I am not prepared to say that Mr. Rajagopalachari's Government looks at certain things with disfavour. I am only saying this of any Government. I am only saying that here are the Revenue Courts which will take the cue from the Government and say that anybody actively associated with the peasants' movement is guilty of bad conduct, is guilty of misconduct and so his continuance as tenant will not lead to good harvest. Therefore, I say their decision is swayed by political influence; therefore, do not provide for political victimization of the tenants. All these sub-clauses are like Damocle's Sword hanging over the heads of the peasants ready to be used by the landowner for evicting the tenants. Therefore, whatever be the benefits sought to be conferred by this Bill on the tenants, whatever be the benefits accruing to them from the five-year term of lease,—all of them will be nullified by the operation of these sub-clauses. So, I submit all of them should be deleted.”

* SRI K. VINAYAKAM :—“ Mr. Speaker, Sir, I beg to second the amendments moved by Sri P. Ramamurti. In so doing, I would like to say a few words with respect to what is contemplated in sub-clause (f), that is, with respect to the eviction of the tenant on the ground of his conduct or behaviour. Sir, a new situation may arise. I will cite an example from the Tanjore district. A landlord lets out his land to a tenant. The landlord expects good behaviour from his tenant, in the sense that whenever the landlord comes to the village where the tenant lives, he expects the tenant to go to him or meet him at the common place where he expects him to come or, to give him the ordinary respects which the favoured few would expect from the haves-nots. In such matters, if the tenant who takes protection under

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this Bill, does not give him that kind of usual respect, the landlord will misconstrue the behaviour of the tenant as if he is disobeying or disrupting the cordial relations existing in the land with the result that he will try to victimize him under other clauses though not under this clause of this Bill. In such an event, all the tenants will join together and will try to bring forward a good case against the landlords before the Revenue Court but the Revenue Court will subsequently be influenced by the 'haves', the favoured few, namely, the landlords in the district. This is the reason why we do not want such a dangerous kind of provision to be included in this clause." 1 p.

MR. SPEAKER:—"The hon. Member, Sri K. Rajagopala Rao, need not move the amendment standing in his name as the hon. Member, Sri P. Ramamurthi, has moved a similar amendment. I now call upon the hon. Member, Sri K. P. Gopalan, to move his amendment to omit item (d) only in sub-clause (1) as items (c) and (f) are included in the hon. Member, Sri P. Ramamurthi's amendment."

SRI K. P. GOPALAN:—"Mr. Speaker, Sir, I move that—
'item (d) in sub-clause (1) be omitted'

as my Friend, Sri P. Ramamurthi, has moved an amendment which includes the deletion of items (c) and (f). In doing so, I may mention that I want to say a few words especially regarding item (f). In regard to factory workers, there is a rule that they should be given notice before their dismissal but in every factory there is a Standing Order according to which, if the manager feels, or it is reported that a worker is misbehaving, the manager can dismiss the worker all of a sudden. In the same way, this clause is only intended to victimize the workers who are active in the peasant movement. This is the only thing I can understand about this clause. Moreover, this clause has been inserted on the assumption that the peasants will always misbehave whereas the landlords will never misbehave. This shows the class character of this Bill and that is also the reason why I object to this clause very much more than any other clause in the Bill as it has been included mainly to suppress the peasant movement. With these few words, I move this amendment."

MR. SPEAKER:—"The hon. Member, Sri K. Rajagopala Rao, may now speak on his amendment though he need not formally move it."

* SRI K. RAJAGOPALA RAO:—"అధ్యక్షా, నా సవరణలోనూ, రామమూర్తిగారి సవరణలోనూ ఉన్న విషయం ఒక్కటే అవటంవల్ల నేను నా సవరణను ప్రత్యేకంగా ప్రతిపాదించడంలేదు. అయినా, యీ విషయమే నా అభిప్రాయాలను తెలియజేస్తాను. ఈ 10 వ సెక్షన్‌లోని క్లాజు (d) ను తీసివేయవలసిన అవసరం ఎంతైనా ఉన్నది. కాలదారు భూస్వామికి మహాసూలులో పాలుపంచి ఇవ్వకపోతే కాలదారును evict చేయవచ్చునని చెప్పడంవల్ల చాల చిక్కులు వస్తాయి. కాలదారుని

2nd December 1952] [Sri S. Ramalingam]

நிலத்திலிருந்து வெளியேற்றலாமென்று சொல்லப்பட்டிருக்கிறது. 8-வது க்ளாவில் இருக்கக்கூடிய ஷரத்தைச் சபையின் கவனத்திற்கு கொண்டு வர விரும்புகிறேன்.—

‘In case the produce is in grain, it shall be divided between the tenant and the landowner on the usual thrashing floor; and no portion of the produce shall be removed therefrom at such time or in such manner as to prevent the due division thereof at the proper time.’

அதாவது ஏற்கனவே, தானியத்தைப் பங்கு பிரிக்கவேண்டுமானால் போரடிக்க களத்திலே பிரிக்கவேண்டும். பிரிப்பதற்கு முன்பாக எந்தத் தானியத்தையும் களத்திலிருந்து கொண்டுபோகக்கூடாது என்று 8-வது க்ளாவில் சொல்லப்பட்டிருக்கிறது. அப்படி 8-வது க்ளாவில் இருக்கும் போது, எப்படி விவசாயி தங்களுடைய பங்கை எடுத்துக்கொண்டு, மிராசு தானியம் பங்கைக் கொடுக்காமல் இருக்கமுடியுமென்று தான் எனக்குப் புரியவில்லை. ஆகையால் இந்த க்ளாஸ் அவசியமில்லையென்று தெரிவித்துக் கொள்ள விரும்புகின்றேன்.

“மிராசுதாரர்கள் வேண்டுமென்றே விவசாயியை நிலத்தைவிட்டு சட்டத்து வதற்காக மிராசுதார் நிலத்திற்குப் போகாமல், அல்லது களத்திற்குப் போகாமல் இருந்தகொண்டு, விவசாயிகளுக்குத் தெரியாமல் இந்தக் க்ளாவின் பிரகாரம் மென்மையாகக் கொண்டு வந்து செய்துகொள்ளலாம். தங்களுக்குப் பங்கு கொடுக்கப்படவில்லை, பங்கு கொடுக்க விவசாயி மறுக்கிறான் என்று சொல்லி ரெவின்யூ கோர்ட்டுக்கு மனுச் செய்துகொண்டு, விவசாயியை வெளியேற்றுவதற்கு இதில் ஒரு சந்தர்ப்பம் கிடைக்கிறது. ஆகையால், எந்த நோக்கத்திற்காக இந்தச் சட்டம் கொண்டுவரப்பட்டதாகச் சொல்லப்படுகிறதோ அதற்கு விரோதமாக இந்த க்ளாஸ் இருக்கிறது.

“அடுத்தபடியாக, க்ளாஸ் (பி) இல் குறிப்பிட்டிருப்பதுவது, ‘or in the absence of a lease deed, within one month of the due date according to the usage of the locality or village.’

அதாவது, குத்தகைப் பத்திரம் இல்லாவிட்டால், அந்தப் பக்கத்திலே வழக்கமாகக் கொடுக்கப்பட்டிருக்கிற காலத்திற்குள், அதாவது ஒரு மாத காலத்திற்குள் கொடுக்காவிட்டால், அவனை நிலத்திலிருந்து வெளியேற்றலாமென்று சொல்லப்பட்டிருக்கிறது. ஆனால், 9-வது க்ளாவிலேயே கண்டிப்பாக விவசாயியும் நிலத்தை நன்றாக குத்தகைப்பத்திரம் எழுதிக்கொடுத்து இரண்டுபேரும் கையெழுத்திட்டு அதில் ஒரு நகலை தாலூகா ஆபீசில் கொடுக்கவேண்டும் என்று இருக்கிறது. அப்படிச் செய்யாவிட்டால் ரூ. 50 அபராதம் விதிக்கலாமென்று சட்டத்தில் இடமிருக்கிறது. அப்படியிருக்கும் போது எப்படி ஒரு குத்தகைச் சிட்டு இல்லாமல் ஒரு குத்தகைதாரர் அல்லது பிளாஸ்டிக் ஷாட் (பிளாஸ்டிக் ஷாட்) இரப்பான் என்று புரியவில்லை. ஆகையால், இந்த மாதிரி ஒரு கிளாஸ் ஏற்கனவே இருக்கக்கூடிய ஒரு க்ளாவிற்குப் புரம்பாக்கவும், விரோதமாகவும் இருப்பதனால் கண்டிப்பாக அஞ்சியும் எடுத்துவிடவேண்டும். இந்த க்ளாஸ் இருப்பதனால் விவசாயி களுக்கு விரோதமான காரியங்கள் ஏற்படுவதற்கு சந்தர்ப்பம் ஏற்படும். ஆகையால், இந்த க்ளாஸ் எடுக்கப்பட வேண்டுமென்று கேட்டுக்கொள்ளுகின்றேன்.

‘கிளாஸ் (c)-யில்

‘he has done any act or has been guilty of any neglect which is destructive of, or injurious to, the land or any crop thereon or has altogether ceased to cultivate the land.’

என்று குறிப்பிடப்பட்டிருக்கிறது. அதாவது நிலத்தில் சாகுபடி செய்யும் போது எந்த விதத்திலும் அந்தப் பயிருக்குக் கொடுக்க வேண்டிய எந்த விதமான இடைத்தூண்டுதலும் செய்யக்கூடாது என்று இருக்கிறது. விவசாயி பயிரிடும்போது நிலத்தையும், பயிரையும் தன்னுடைய சொந்தக் குழந்தை

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தையை பாதுகாப்பதைவிட இன்னும் அதிகமாகப் பாடுபட்டு பாதுகாத்து, கண்ணிமைகள் எப்படிக்க கண்களைக் காக்கின்றனவோ அம்மாதிரி காத்துக் கொண்டுவரும்போது, நிலத்திற்கோ, பயிருக்கோ அது எப்படி குந்தகம் விளைவிக்கக்கூடிய விதத்தில் நடந்துகொள்வான் என்றோ கேடு விளைவிக்கக் கூடிய நிலையில் இருப்பான் என்பதை என்னால் புரிந்துகொள்ள முடியவே யில்லை— or has altogether ceased to cultivate the land' என்று க்ளாஸ் (வரி) யின் கடைசியில் இருக்கிறது. நிலத்தில் பாடுபட்டு சாகுபடி செய்தால் தான் அவன் ஜீவிக்கமுடியும் என்ற நிலைமையில் இருக்கக்கூடிய தஞ்சை ஜில்லாவின் பெருவாரியான விவசாயிகள் நிலத்தை எந்தக் காரணத்தை முன்னிட்டும் தரிசாகப் போடமாட்டார்கள். இயற்கையின் விபரீதத்தினால் மழை பெய்யாவிட்டாலோ அல்லது எதிர்பாராதவிதமான காரணத்தினால் நிலம் தரிசாகக் கிடந்தால் கிடக்கலாமே தவிர, சாதாரணமாக நிலத்தை எந்தக்காரணத்தைக்கொண்டும் தரிசாகப் போடமாட்டார்கள். ஆகையால் இந்த கிளாஸ் தேவையில்லை. அப்படி இருந்தால் நிலச் சுவாந்தார இதை உபயோகப்படுத்தி பெருவாரியான விவசாயிகளை நிலத்திலிருந்து வெளியேற்றக்கூடிய சந்தர்ப்பம் ஏற்படும். ஆகையால், இந்தக் க்ளாஸ் நீக்கப்படவேண்டும்.

“க்ளாஸ் (f)இல் குறிப்பிட்டிருப்பதாவது,

‘his conduct or behaviour has been such as, in the opinion of the Revenue Court, to render his continuance as a tenant on the land undesirable in the interests of good cultivation.’

நிலச் சாகுபடிக்கு விரோதமாக அவனுடைய நடத்தையோ அல்லது குணமோ இருப்பதாக ரெவின்யூ கோர்ட் கருதினால், அந்த விவசாயியை நிலத்திலிருந்து வெளியேற்றப்படலாமென்று இருக்கிறது. எந்தக் கட்டுப்பாடும் கிடையாது. குறிப்பாக, விவசாய சங்கத்தில் ஈடுபட்டிருக்கக்கூடிய பல விவசாயிகள் இன்றைக்கு நிலம் குத்தகைக்கு எடுத்து சாகுபடி செய்யக் கூடிய நிலைமையில் இருக்கிறார்கள். ரெவின்யூ கோர்ட் அப்பிராயத்தில் அந்த விவசாயிகளின் நடத்தையோ குணமோ நல்ல முறையில் இல்லை யென்று கருதினால், அவர்களை நிலத்தைவிட்டு வெளியேற்றலாம். விவசாயிகள் ஏதோ ஒரு கூட்டம் போட்டார்கள், ஊர்வலம் நடத்தினார்கள், மிராசு தார்களுடைய நடத்தையைப்பற்றி பேசினார்கள், சர்க்காருக்கு விரோதமாக பேசினார்கள் என்ற ஏதாவது ஒரு காரணத்திற்காக அவர்களை வெளியேற்ற வேண்டுமென்ற எண்ணத்தோடு அவர்களை நிலத்தில் சாகுபடி செய்யும்படி அனுமதித்தால், சாகுபடிக்கு இடைஞ்சல்கள் ஏற்படுமென்று ரெவின்யூ கோர்ட் தீர்மானித்து, அவர்களை வெளியேற்ற இந்த க்ளாஸ் சந்தர்ப்பமளிக்கிறது. இது ஒரு பெரிய ஆபத்தான க்ளாஸ் ஆகும். எந்த நோக்கத்திற்காக நாம் இந்த ஒரு வாரமாக இந்தச் சபையில் போராடி வருகிறோமோ அந்த நோக்கம் ஈடேறவேண்டுமென்றால், இந்தக் கிளாஸ் நீக்கப்படவேண்டும். இல்லாவிட்டால் அந்தக் காரியம் வெற்றி பெறுது. அதனால், நிலச்சுவாந்தார்கள் இந்தக் கிளாஸைக் காண்பித்து பெருவாரியான விவசாயிகளை நிலத்திலிருந்து வெளியேற்றக்கூடும்.

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P.m.

“ஆகையால் இந்த நான்கு க்ளாஸ்களையும் நீக்கவேண்டுமென்று நண்பர் ராமமூர்த்தி அவர்கள் கொண்டுவந்த திருத்தத்தை நான் ஆதரித்து என்னுடைய பேச்சை முடித்துக்கொள்ளுகிறேன்.”

* SRI C. KANDASAMI :—“கனம் சபாநாயகர் அவர்களே, ஸ்ரீ ராமமூர்த்தி அவர்கள் கொண்டுவந்த திருத்தங்கள், அதாவது ஸ்பீ-கிளாஸ் (1)-இலுள்ள (எ), (பி), (ஸி), (எப்) என்ற நான்கு பாராக்களையும் நீக்கவேண்டுமென்று கொண்டுவந்த திருத்தங்கள், மிக அவசியமானவை. அதுவும், குறிப்பாக கிளாஸ் (எப்)ஐப்பற்றித்தான் நான் அதிகமாக வற்புறுத்திப் பேச விரும்புகிறேன். ஏனென்றால், அதுதான் மிகவும் ஆபத்தான கிளாஸாக இருக்கிறது.

2nd December 1952]

[Sri C. Kandaswami]

“கிளாஸ் (எப்)-இல் குறிப்பிடப்பட்டிருக்கிற ‘Conduct or behaviour’ என்ற வார்த்தைகள் எந்த அளவுக்கு அர்த்தம் செய்யப்படும் என்பதை இந்தச் சபை ஞாபகத்தில் வைத்துக் கொள்ளவேண்டும். குறிப்பாக, ரெவின்யூ கோர்ட்டினுடைய அபிப்பிராயத்தில், குடியானவனுடைய ‘Conduct or behaviour’ எப்படியிருக்கின்றது என்பதைப் பொறுத்திருக்கின்றது. ரெவின்யூ கோர்ட்டினுடைய அபிப்பிராயம் எந்த அளவுக்கு இருக்கிறதோ, அந்த அளவுக்குத்தான் இந்தப் பதங்களுக்கு அர்த்தம் கொடுக்கப்படும். அதனால் குடியானவன் எவ்வளவு தூரம் பாதிக்கப்படுவான் என்று யோசித்துப் பார்த்தால், இன்று ஜில்லாக்களில் நடைமுறையில் அதிகார வர்க்கம் இருக்கக்கூடிய நிலைமையை எடுத்துக்கொண்டு பார்க்கும்போது இது எந்த அளவுக்கு குடியானவர்களைப் பாதிக்கும் என்பதை இந்தச் சபைக்கு அதிகம் எடுத்துச் சொல்லத் தேவையில்லை.

“அடுத்தபடியாக, குடியானவனுடைய ‘conduct or behaviour’ என்று சொல்லும்போது, அவனுடைய நடவடிக்கை, அல்லது அவனுடைய வேறுவிதமான குணங்கள் இவைகளெல்லாம் வந்தால், ‘இவன் உட்கார்ந்திருந்தான்’, ‘மரியாதையாகப் பேசவில்லை’; அல்லது ‘நான் அந்தப் பக்கம் போகும்போது அவன் ஏதாவது செய்துகொண்டு இருந்தான்’ என்று இப்படியெல்லாம் பலவிதமான அபிப்பிராயங்களுக்கு இடந்தரும். அது மாத்திரமல்ல. இன்றைய தினம் குடியானவர்களுக்கும் நிலச் சுவாந்தாரர்களுக்கும் உள்ள உறவு கெட்டிருக்கிறது என்பதற்காகத்தான் இந்தச் சட்டம் வந்திருக்கிறது என்று சட்டத்திலேயே ஒப்புக்கொள்ளப்படுகிறது. அது தெரிந்த விஷயம். இன்றையதினம் பரம்பரை பரம்பரையாக நிலச் சுவாந்தாரர்களுக்கும் விவசாயிகளுக்கும் இருந்துவந்த ஓளவு நல்லுறவு இல்லையென்பதையும் நாம் ஒத்துக் கொண்டாகவேண்டும். அப்படியிருக்கும் போது, இந்தக் க்ளாஸ் (எப்) மூலமாக வெகு அளவுக்குப் பலவித அபிப்பிராயபேதங்கள் ஏற்பட்டு, குடியானவர்களை வெளியேற்றவேண்டுமென்ற நோக்கத்தோடு இன்று ரெவின்யூ கோர்ட்டு முன்பாக மிராசதார்கள் கேஸ்கள் கொண்டுவரவதற்கு ஏதுவாக இந்தக் க்ளாஸ் இருக்கிறது. குடியானவர்களுக்கும், நிலச் சொந்தக்காரர்களுக்கும் எவ்வளவு பங்கு கொடுக்கப்படவேண்டுமென்று சட்டத்தில் வரையறுக்கப்பட்டிருக்கிறது. பங்கு எப்பொழுதெப்பொழுது கொடுக்கப்படவேண்டுமென்பதைப்பற்றியும் வற்புறுத்தப் பட்டிருக்கிறது, இன்னும், உத்திற்கு ஆகும் செலவு, இன்னும் சாகுபடி நடக்கும்போது விவசாய சம்பந்தமாக ஏற்படக்கூடிய விஷயங்களும் ஓளவு வரையறுக்கப்பட்டிருக்கிறது. அந்த நிலைமையிலே இந்த ஒரு க்ளாஸ் அதிகப்படியாக அதிகாரத்தை ரெவின்யூ கோர்ட்டுக்கு அளிக்கிறது. இந்த ரெவின்யூ கோர்ட்டானது நியாயமான முறையில் குடியானவர்களுக்கு ஒரு நன்மையைச் செய்யவேண்டுமென்ற அபிப்பிராயத்தில் இருக்கக்கூடிய ரெவின்யூ கோர்ட்டாக இல்லாமலிருந்து, வேறு ஏதாவது தங்களுடைய அபிப்பிராயப்படி அது நடக்கக்கூடியவிதத்தில் ரெவின்யூ கோர்ட்டின் மனப்பான்மை இருக்கமேயானால், நூற்றுக்கணக்கான குடியானவர்கள் இந்தக் க்ளாஸினால் பாதிக்கப்படுவார்கள். ஆகவே, இவற்றையெல்லாம் எடுத்துக்கொண்டு பார்க்கும்போது, இந்தக் க்ளாஸ் (எப்) ஆனது குடியானவர்களை வெகுவாக பாதிக்கும். ஆகையால், இந்தக் க்ளாஸானது நிச்சயமாக நீக்கப்படவேண்டுமென்று நான் கேட்டுக்கொண்டு நண்பர் ராமமூர்த்தி அவர்கள் சொன்னேந்த திருத்தங்களை ஆதரிக்கின்றேன்.”

* SRI T. VISWANATHAM :—“Mr. Speaker, Sir, I rise to support the amendment in respect of item (f) which item in my humble opinion, is not a piece of legislation at all. It has nothing to do with agrarian relations; it has nothing to do with the landlord-tenant problem and it has nothing to do with cultivation or collection of rent or the action to be taken in the event of failure on the part of the tenant to pay the rent due. All such cases have already been provided for in the other items of this

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sub-clause but item (f) comes more or less as if, I may be pardoned for saying so, a political lesson for tenants. If in the opinion of the Revenue Court—luckily the Revenue Court has not got *suo motu* powers and it is something that under sub-clause (2) such eviction can take place only on application—it is not even in the judgment of the Revenue Court and not even after taking evidence, the conduct or behaviour of a tenant has been such as to render his continuance as a tenant on the land undesirable in the interests of good cultivation, the tenant can be evicted. The word 'opinion' itself, as has been interpreted in some of the cases arising under the Preventive Detention Act, as the subjective view of the officer that presides over the Revenue Court. It has no relation to the objective reasonableness or otherwise of the matter and therefore, if the relations which obtain between the landlord and the tenant are taken out of the purview of the Revenue Divisional Officer's consideration in coming to an opinion, I submit that I am right in saying that this item (f) has nothing to do with the landlord-tenant problem though it may have something to do with any other thing. Do the words 'his conduct or behaviour has been such as, in the opinion of the Revenue Court, to render his continuance as a tenant on the land undesirable in the interests of good cultivation' mean that the tenant has committed continuous default? There is no scope for continuous default for, in case of default, the man is evicted. Or, does it mean continuous default to divide the produce? In such a case, within two months' time the man is taken to the Court and is sent out. Even in regard to non-payment of rent it has to be paid within thirty days of the receipt of the notice from the Revenue Court. There is no other offence of default or other cause of neglect. I therefore submit that this item (f) is not good. It is not good in any piece of legislation to leave it to the Revenue Divisional Officer, who has nothing to do with the immediate problem which is the subject-matter of this legislation, to come to the conclusion whether a tenant's conduct or behaviour is such as in his opinion to render the tenant's continuance undesirable in the interests of good cultivation. The Government as well as the people and, as a matter of fact, both landlords and tenants have got the interests of good cultivation in their hearts. Therefore, it is not reasonable to suggest that only the Government or the Revenue Courts have got the interests of good cultivation in their hearts. The tenants also want good cultivation. The landlords are also interested in good cultivation. Why should we therefore assume something about 'conduct or behaviour' except with regard to problems arising in the main in the matter of production or in the matter of paying up the rents? Even the distribution question does not at all arise here. I therefore submit that this is an item on which there is more or less unanimity of opinion in the House that it should go out and I hope the Hon. the Chief Minister, who is smiling, will consider the removal of this item (f). I must summarise by saying that it has nothing to do with agriculture nor with the landlord-tenant problem, as such and therefore ask him to consider and accept the amendment."

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p.m.

* श्री P. K. GOPALAKRISHNAN :— “മിസ്റ്റർ സ്പീക്കർ, സർ, ഈ കോൺഗ്രസിന്റെ അനുകൂലിച്ചുകൊണ്ട് ഞാൻ രണ്ടു വാക്കു സംസാരിക്കുവാൻ ആഗ്രഹിക്കുന്നു. ഈ ക്ലോസ് തുകിക്കാക്കു ഭോധകരമായ ഒരു ക്ലോസാണ്. ഇതിൽ “സി” ക്ലോസിൽ പറയുന്നത് തുകിക്കാർ അവരുടെ ഭൂമിക്ക് എന്തെങ്കിലും ഭോധകരമായ വിധത്തിൽ ഉപേക്ഷ വരുത്തുകയാണെങ്കിൽ അവരെ കച്ചവടിക്കുമെന്നാണ്. ഭൂമിയിൽ വളം ചേക്കാൻ തുകിക്കാക്കുടെ കയ്യിൽ പണമില്ല. അങ്ങിനെ വളം ചേക്കാതെ വന്നാൽ വളം ചേക്കാത്തതു കൊണ്ടു ഭൂമിക്ക് ഉപേക്ഷ വരുത്തി എന്നു പറഞ്ഞുകൊണ്ട്, ആ ദിനാദി കാലത്തു കൊണ്ടു guilty of neglect എന്ന അടിസ്ഥാനത്തിൽ തുകിക്കാരെ കച്ചവടിക്കാൻ സാധിക്കും. അതുപോലെതന്നെ (d) ക്ലോസിൽ പറയുന്നത് ഭൂമിയിൽ നല്ല ഉഷാക്കു ചെയ്യാനാണ് കൊടുത്തതെങ്കിൽ, അത്ഭുതപ്പെട്ടു വേറെ ഏതെങ്കിലും catch crop ഉഷാക്കു ചെയ്യുന്നതിൽ അതു ഭൂമി കൊടുത്ത ഉദ്ദേശത്തിനല്ല എന്നു പറഞ്ഞുകൊണ്ട് ഈ ക്ലോസ് വെച്ചുകൊണ്ടു തുകിക്കാരെ കച്ചവടിക്കാൻ ഭൂമി ഉടമസ്ഥന്മാർക്കു സാധിക്കും. അതുപോലെ തന്നെ ക്ലോസ് F-ം തുകിക്കാർക്കു വളരെ ഭോധകരമായിട്ടുള്ളതാണ്. ഈ House ന്റെ ഏകകണ്ഠമായ അടിപ്പറമ്പായതന്നെ ഇതു തുകിക്കാരെ ഉപേക്ഷിക്കാൻ മേഞ്ചി ഭൂമി ഉടമസ്ഥന്മാർക്കു ഒരു വമ്പിച്ച ആശയം കൊടുക്കുകയാണ് ചെയ്തിട്ടുള്ളതു എന്നാണ്. ഈ നിയമനിർമ്മാണത്തെക്കുറിച്ച് തുകിക്കാർ വല്ല നന്മയും ചെയ്യാൻ ഗവണ്മെന്റ് ഉദ്ദേശിക്കുന്നതെങ്കിൽ അതു എഴുത്തുകളയുവാൻ പര്യാപ്തമായ അത്രയും ഭോധകരമായ ഒരു ക്ലോസാണിതു. ഇന്നു നമ്മുടെ നാട്ടിൽ പൊതുവിൽ ഭൂമി ഉടമസ്ഥന്മാർക്കു കടിയന്മാരുടേയും തുകിക്കാരുടെയും പെരുമാറ്റത്തിൽ വളരെ അധികം വെറുപ്പ് ഉള്ളതായിത്തീർന്നിട്ടുണ്ട്. പാവപ്പെട്ട തുകിക്കാരും കുടിയന്മാരും അവരുടെ രാഷ്ട്രീയബോധത്തിന്റെ അടിസ്ഥാനത്തിൽ ഉയർന്നു എഴുന്നിറ്റു സ്വാതന്ത്ര്യബോധത്തോടു കൂടി മുന്നോട്ടുവന്നു. അവസരത്തിൽ ഈ നാട്ടിലെ ഭൂമി ഉടമസ്ഥന്മാർക്കു അതു നൂപ്തികരമായി തോന്നാറില്ല. ജന്മമാരെ കണ്ടിട്ടു എഴുന്നിററല്ല എന്ന കാരണത്തീരേൽ കുടിയന്മാരെ തെങ്ങി

[Sri P. K. Gopalakrishnan]

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നോട്ട് പിടിച്ചു കെട്ടിയിട്ട് അടിക്കുന്ന സമ്പ്രദായം ഇന്നും നമ്മുടെ നാട്ടിലുണ്ട്. ഇതു Tanjore ലും വ്യത്യസ്തമായിരിക്കുകയില്ല എന്നു ഞാൻ വിശ്വസിക്കുന്നു. കൃഷിക്കാരും കുടിയാന്മാരും ജന്മിമാരോടു നല്ലവണ്ണം വെരുമാറിയില്ല എന്ന കാരണത്താലേ അവിടെ കുഴിച്ചിടുന്നതിനുവേണ്ടി അപായകരമായ കരായുധം ഭൂമി ഉടമസ്ഥന്മാർക്കു കൊടുക്കുകയാണ് ഈ ക്ലോസ് കൊണ്ടു ഗവണ്മെണ്ടു ചെയ്യുന്നത്. അതുകൊണ്ടു സാധ്യ കൃഷിക്കാ നെയും കുടിയാന്മാരെയും ദോഷിക്കുവാൻ പര്യാപ്തമായ ഈ ക്ലോസുകൾ നീക്കംചെയ്യുവാ നുള്ള ഈ ഭേദഗതിയെ അനുകൂലിച്ചുകൊണ്ടു ഞാൻ എന്റെ പ്രസംഗം അവസാനിപ്പി ച്ചുകൊള്ളുന്നു."

SRI K. V. RAMESAM:—"Mr. Speaker, Sir, I support the amendment dealing with the omission of item (f) in sub-clause (1). Sub-clause (f) provides as a ground, bad conduct or bad behaviour in the opinion of the Revenue Court, for eviction of tenants. It is most unfortunate that such a provision has been introduced in this Bill. I, therefore, appeal to the Hon. the Revenue Minister to consider the fact that there are sufficient other provisions in that clause 10 enabling the landholder to evict a tenant for all his acts of omission and commission. Sub-clause (f) which provides an opportunity to the revenue official to say that the conduct of a particular tenant is bad or that the behaviour of a particular tenant is bad, is really an unjust provision and this should not find a place in the Statute Book."

*SRI VAVILALAGOPALA KRISHNAIAH:—"అధ్యక్ష, ఈ 10 వ సెక్షన్ అంతా కూడా Penal clauses లో కూడా ఉన్నదని చెప్పవలసి ఉంది. రైతుకు విధించే శిక్షలన్నీ ఈ సెక్షన్ లో నిర్వచించబడ్డాయి. ఈ విల్లులోని ఇతర సెక్షన్ లలో రైతు రక్షణకై విన్నపించేయబడ్డ సమస్యాలన్నీ ఈ 10 వ సెక్షన్ చేత రద్దుచేయబడుతున్నాయి. ఎడమ చేతితో ఇచ్చిన దానిని కుడి చేతితో బలవం తంగా లాగుకొనినట్లుంది. ఈ సెక్షన్ లోని శిక్ష విధానాన్ని చూచినట్లయితే ఇక రెవిన్యూ కోర్టుల తీర్పులు ఎలా ఉంటాయో ఊహించుకోవచ్చు. రైతుల ప్రజ్వలన సరిగా లేదని ఆశీస్సులు అనుకొనినట్లయితే ఆ రైతును తొలగించేయటకు ఆపకాశ ముంటుందని మనవిచేస్తున్నాను. ఈనాడు ఎన్నో ప్రభుత్వ కమిటీలు వస్తున్నాయి. అవి అధికారంలో ఉన్న పార్టీ వారి అధిపత్యాలకు అనుగుణంగానే ప్రవర్తించవలసి ఉంది. అదేవిధంగా రెవిన్యూ కోర్టులలో జరుగవచ్చు. అధికారులు రాజకీయ కారణాలను దృష్టిలో ఉంచుకొనే తీర్పులు ఇవ్వవలసిన పరిస్థితులు ఏర్పడుతాయి. రైతులు చాలావరకు రెవిన్యూ అధికారుల దయాదాక్షిణ్యాల మీద ఆధారపడవలసి ఉంది. ఈ సెక్షన్ లో ఎన్ని క్లాజులైతే ఉన్నవో అన్ని విధాలా రైతును ఖాస్సామీ తొలగించి వేయటకు సావకాశం ఇవ్వడం న్యాయంకాదని మనవి చేస్తూ ఈ సెక్షన్ను ఉపసంహరించుకోవలసిన కోరుతున్నాను."

*SRI G. BAPANAYYA:—"అధ్యక్ష, రామమూర్తిగారు ప్రతిపాదించిన సవరణను బలపరుస్తూ ఒక విషయాన్ని మనవి చేస్తాను. కాలిదారు యొక్క ప్రవర్తన కాగుండలేదని రెవిన్యూ కోర్టువారు అధిపత్యపడనట్లయితే అతనిని ఖామినుంచి తొలగించవచ్చునని ఈ సెక్షన్ లో ఉన్నది. ఇది చాలా అక్రమమైన పద్ధతి. రాజకీయ కారణాలను తీసుకొని తీర్పులు ఇచ్చే ప్రమాదం ఈ సెక్షన్ లో ఇమిడి ఉన్నది. కాలిదాడు అధికారంలో ఉన్న పార్టీ ప్రతిపక్షంగా యున్నట్లయితే ప్రభుత్వ కాలి దార్లకు వ్యతిరేకంగా తీర్పులివ్వడం సంభవిస్తుంది. విదో నెపం పెట్టి ఖాస్సామీలు

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రతులను తొలగించుటకు ఈ బిల్లులోని క్లాజులు ఉపకరిస్తాయి. ఇటువంటి బిల్లు వల్ల ఉత్పత్తి పెరుగుటకు బదులు కుంఠు వడిపోతుంది. కాబట్టి ఈ బిల్లులోని క్లాజులన్నీంటిని తప్పని సరిగా తీసివేయవలసినదని కోరుచున్నాను.”

* SRI N. GOPALA MENON :—“ Mr. Speaker, Sir, I was not a little amused when the hon. Member Sri Ramamurti was saying so much about the sanctity of contracts. Sanctity of contracts is thrown to the winds in a legislation of this kind. Here, irrespective of the contractual relationship between the parties or the terms of the contract that the landlord and the tenant may enter into, the State intervenes and decides what is right between the landlord and the tenant. It is in that manner the whole Bill has been framed. Therefore there is no purpose in saying that the contractual relationship between landlords and tenants, in one particular manner only in so far as it affects tenants, should be given effect to through courts of law and not by a summary procedure as is provided for in the Bill. The rational basis of this legislation is that, in the interests of good cultivation the rights of landlords and tenants should be safeguarded. The landlords are given their dues and the tenants are likewise given their dues. It is a sort of happy partnership between the cultivator and the owner of the land and in this each one must strictly adhere to and abide by the terms which are imposed on him, either by contract or by legislation. A valuable right of the landlord is taken away from him, in that, he is deprived of the possession of the land and the tenant is given the entire possession of the land. In consideration of that, now, the tenant has got to give him a portion of the produce. The tenant acquires a very valuable right, namely, that of fixity of tenure, whatever be the period which is determined in the Bill. If he does not keep his term of the contract, namely, the payment of the rent that he has to pay annually or at stated intervals, then he forfeits his right to fixity of tenure. That is the simple principle underlying this legislation. I do not understand, Sir, why the tenant should be told that he can keep rent in arrears for any length of time and the landlord should resort to courts of law and other ways for the purpose of recovering the rent . . . ”

MR. SPEAKER :—“ It is already 1-30 p.m. I shall allow the hon. Member one more minute to finish his speech.”

* SRI N. GOPALA MENON :—“ The paramount consideration underlying this legislation is the good cultivation of the land. The hon. the Leader of the Opposition was saying that the relationship between the landlord and the cultivator had nothing whatsoever to do with this legislation. The object of the Bill is to see that the best yield is obtained from the land. Therefore if a tenant does anything which is detrimental to the interests of good cultivation then alone will it be a ground for the eviction of the tenant. This fact must be borne in mind. This legislation

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is intended to promote the good cultivation of land and to get the maximum from the land. It is not the ordinary behaviour or the conduct of the tenant that counts but his behaviour in relation to the cultivation of the land."

MR. SPEAKER:—"The House will now adjourn for lunch."

(After lunch—3 p.m.)

* THE HON. SRI C. SUBRAMANIAM:—"Mr. Speaker, Sir, the hon. Member, Mr. Ramamurthi, in moving his amendment, sought to delete some of the conditions for eviction of the tenants, particularly clauses (a), (b), (c) and (f); and another hon. Member has moved for the deletion of clause (d) also. So, except clauses (e) and (g), the proposition before the House is that all the other conditions should be deleted. Of course, I can very well understand the attitude taken by Mr. Ramamurthi, because he thinks that whatever might be the conditions and whatever wrongs the tenants might do, they should not be taken notice of in this Bill and they should have the exclusive and unrestricted right for five years and that whatever wrongs they might do we need not and should not take notice of them in this Bill, but they should be left to the ordinary civil courts for the rights of parties to be worked out. But, Sir, we should bear in mind for what purpose this Bill is being brought forward. It is not for the purpose of favouring the tenants or for the purpose of hitting the landlords by taking away their rights. But this Bill has been brought forward for the purpose of restoring peace in the agricultural industry, so that there may be good cultivation and as a consequence of that, increased production. That is the object of this Bill. Therefore, when we give five years right to the tenant, it is because we want that there should be peace in the agricultural industry and there should be increased production and good cultivation. If that be so, we could not give away the right to the tenant to be in occupation for five years and allow the tenant to behave as he pleases, because we are interested in good cultivation, and for good cultivation there should be peace in the industry and then only there can be increased production. That being so, we have to see what are the obligations which the tenants have to perform for the purpose of getting those rights. In the interests of good cultivation, we want peace in the agricultural industry. Can there be peace when there is fight between the landlord and the tenant with regard to arrears of rent after the coming into force of this Act? Certainly there cannot be. My friend, Mr. Ramamurthi says, let the landlord go to the civil court. And what are the consequences of going to a civil court? If he goes to a civil court, he can file a suit and he can ask for attachment of the standing crop—attachment before judgment or whatever may be, of the available property belonging to the tenant. Certainly, that will not be in the interests of the tenant himself. Mr. Ramamurthi does not know of the proceedings in a civil court and especially

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with regard to attachment before judgment, and the various consequences of it. Therefore, in the interests of good relationship between the landlord and the tenant, it is necessary that whatever rent we have fixed in this measure, should be paid then and there.

"With regard to clause (a), after all it refers to waram tenancy and that is, sharing the produce. We have fixed the liability on the tenant that sharing should be at the threshing floor and there is absolutely no justification for the tenant to say, 'No, I will not pay; you will have to go to civil court and take proceedings against me'. When Mr. Ramamurthi was arguing for clause (b), he was arguing against his own amendment in respect of clause (a) and in fact he was contradicting himself. Therefore, as far as clause (a) is concerned, there is a specific provision which has been agreed to in this House that it is the liability of the tenant to share the produce on the usual threshing floor and there is absolutely no justification to condone any lapses on the part of the tenant in sharing this produce. After all, we are not imposing any new liability." Therefore, so far as clause (a) is concerned, there is no case for its deletion.

"Then, we come to clause (b) which relates to lessees with fixed rent either in cash or in kind. After all, what are the provisions we are making in clause (b)? It says 'he has failed to pay any rent accruing due after the commencement of this Act within two months of the date stipulated in the lease deed or in the absence of a lease deed, within one month of the due date according to the usage of the locality or village'. So, it is not as if he should pay the rent on the date on which he has specifically entered into an agreement that he would pay. We give him two more months or in the absence of any specific agreement he is given a month's time from the due date according to usage of the locality or village and that usage of the locality or village will be according to convenience, that is, soon after the harvest the rent will become payable; and even after that he is given a month's time. Even after that, he cannot be evicted by the landlord without further proceedings. Sub-clause (2) provides that an application should be made to the Revenue Court for the eviction of the tenant and even the Revenue Court has no power to pass straightaway an order for eviction. But the Revenue Court has to give an opportunity to the tenant to tender this amount and only on failure of the tenant to tender this amount, the Revenue Court can pass an order for eviction. So, Sir, under these circumstances, we cannot certainly say that clause (b) is a very unreasonable provision. On the other hand, it is quite a just provision and it is necessary after all in the interests of the tenant himself. Once you say to the tenant 'you need not pay, there is no obligation to pay and there is no pressure upon him to pay', the debt will become accumulated, the tenant will become a greater debtor and the burden will become too great. It is therefore in his interest not to postpone his dues to the landlord which is a liability under the law. So, even in the interests of the tenant we have got to lay down conditions so that he may fulfil

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his obligations quite promptly, so much so it may not become an accumulated burden which he may not be able to meet later on. Therefore, even from the point of view of the tenant the condition is very reasonable and nobody can take objection to that.

“Then, Sir, with regard to clause (c), what does it say? It says :

‘he has done any act or has been guilty of any neglect which is destructive of, or injurious to, the land or any crop thereon or has altogether ceased to cultivate the land.’

In this connexion, I would like to say one point. When a landlord wants to evict a tenant and goes to the Revenue Court for the purpose of evicting the tenant he has to allege the reasons for which he wants the tenant to be evicted. Then when he alleges certain reasons for eviction, the onus of proof is on the landlord to prove the lapses on the part of the tenant and what are the conditions in clause 10 which the tenant has contravened. So, the onus of proof will necessarily be on the landlord and that is the simple law of evidence with which the Leader of the Opposition will readily agree. Therefore, even with regard to clauses (a) and (b) if the landlord wants to go to a court of law, he has to prove that there has been default on the part of the tenant and that he has not fulfilled the conditions laid down in clauses (a) and (b) and therefore he is liable to be evicted. That being so, in respect of clause (c) also the same onus rests upon the landlord to prove to the satisfaction of the court that the tenant has done any act or has been guilty of any neglect which is destructive of, or injurious to, the land or any crop thereon, or has altogether ceased to cultivate the land. Therefore, the landlord has to prove not only any act or guilt on the part of the tenant with reference to any neglect, but that the neglect or act was destructive of, or injurious to, the land or any crop thereon. So, the onus of proof is on the landlord, and only if he proves all these things he will be entitled to get an order of eviction against the tenant.

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P.m

“Clause (d) says that no tenant shall be evicted unless he has used the land for any purpose contrary to that for which the land was let. The onus of proving that the land was used for a purpose contrary to that for which it was let is on the landlord.

“Clause (f) says that no tenant shall be evicted unless his conduct or behaviour has been such as, in the opinion of the Revenue Court, to render his continuance as a tenant on the land undesirable in the interests of good cultivation. The main argument put forward against this clause is that we cannot trust the officers and the Revenue Courts. If we lose confidence or trust in the Administration, the remedies are quite different. In any law we cannot provide for the lack of confidence of the people in the Administration. We have got to have some amount of confidence and trust at least in the administrative machinery and the Revenue Courts that we are providing for here. There is no use of some people saying that the Courts will favour the landlords or the landlords saying that they will favour the tenants under

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pressure of numbers. When we are making a law, let us take it that it will be administered in a just manner. As far as possible, officers will not take sides. If they take sides, their misconduct can be brought to the notice of the Government and appropriate remedies sought.

"Then, it was said that this clause could be used to evict tenants who take part in peasant movements. I respectfully submit that this clause does not give room for any such apprehension. It is not as if every conduct or behaviour of the tenant can be made a ground for his eviction. That conduct or behaviour must be such as to render his continuance on the land undesirable *in the interests of good cultivation*. It is well known that joining a trade union movement or participating in its lawful activities is not bad conduct and is not a thing to be disapproved of. The powers conferred by this clause cannot be invoked against a person who is a member of a peasant or kisan association or for participating in its lawful activities, as that cannot constitute a ground rendering his continuance on the land undesirable *in the interests of good cultivation*. We need not have unnecessary fears with regard to the scope of this clause.

"The Hon. the Leader of the Opposition said that the opinion of the Revenue Court was final as there was no other authority to go into it and asked why the words 'in the opinion of the Revenue Court' should be there in the clause. I see some force in the argument. My own view is that no perverse opinion can stand in a court of law. But as a lawyer I can say that even without those words, the clause will be quite all right. So I request my Hon. Colleague the Revenue Minister in consultation with the Hon. Chief Minister to consider whether the words can be omitted.

"I do not see anything wrong in the conditions we have put down here. After all, we are interested in seeing that there is peace in the agricultural industry, good cultivation and more production. For attaining these objectives, we cannot give a free hand to the tenants. They should also be interested in good cultivation and in the maintenance of cordial relations between them and their landlords. Abolition of landlordism and making the tenants proprietors of the land is quite a different thing. That may be an ideal to be aimed at. When that ideal is achieved, different circumstances will prevail. So long as we recognize tenancy under a landlord, we have got to see that the relations between the landlord and the tenant are cordial and conducive to good cultivation. We cannot simply say that the tenant shall have the right of cultivating the land for five years without specifying the obligations which he should fulfil. We cannot take such an attitude. So, I respectfully request the hon. Member Mr. Ramamurthi to withdraw his amendment."

THE HON. SRI M. A. MANICKAVELU NAICKER:—"Mr. Speaker, Sir, I move—

'In clause 10, sub-clause (1), item (f), omit the words "in the opinion of the Revenue Court".'

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MR. SPEAKER :—“ The question is—
“ In clause 10, sub-clause (1), item (f), omit the words
“ in the opinion of the Revenue Court ”.”

The amendment was carried.

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p.m.

* SRI P. RAMAMURTHI :—“ Mr. Speaker, Sir, I have heard with attention the two speeches made on the other side, one by the hon. Member Mr. Gopala Menon and the other by my Friend the Hon. Mr. Subramaniam. After hearing both those speeches, I am convinced that this clause bristles with distrust so far as tenants are concerned. Had there been no distrust of the tillers of the soil, had there been the trust in them that they are the people who have been cultivating the land from time immemorial and providing for the entire country the food that is so much required by the people, none of the provisions in this clause will find a place here at all. The hon. Member Mr. Gopala Menon was talking about contractual relations. He told us that here was a piece of legislation which gave the go-by to all contracts, and a special law relating to all contracts was being enacted. He said, therefore, that the normal procedure in respect of contractual relations should find a place here and not summary procedure. I need not remind the hon. Member who is himself a lawyer that this Bill does not do away with contracts altogether. There are certain things even under contractual relations which are unconscionable. Society feels that in spite of the fact that certain contracts are entered into between two people by virtue of the fact that one of the parties who enters into the contract happens to be weak, the stronger party should not take advantage of the procedure for contracts and enforce unconscionable contracts on the weaker party. In such cases, society, in the form of the State, steps in and prevents certain unconscionable contracts. We know for example before the Act restricting the rests of interest came into force, it was open to money-lenders to take any amount by way of interest from the weaker people who, unfortunately, were so much in need of money that they probably were prepared to pay that interest. (Interruption by the Hon. Sri C. Subramaniam.) Therefore, when usurious rates of interest were charged, the State stepped in and said ‘ no; you cannot charge such rates of interest ’. When the State steps in and says that usurious rates of interest should not be charged, it does not put an end to charging interest whatsoever. In this case, unconscionable rates of *waram* or rates of *kuttagai* were prevalent in the Tanjore district. That is being sought to be put an end to by restricting the amount of *waram* or *kuttagai* by setting a limit. That is all that the Bill seeks to do. The question of taking away altogether any kind of contractual relation as such is not provided for in this Bill. Therefore, Mr. Gopala Menon’s arguments that contractual relations are being sought to be done away with, and that the normal procedure should apply in the case of this Bill, cannot hold water.

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"In regard to the other arguments which the Hon. the Finance Minister was advancing, let us take the first clause. My objection is that after all, there is already a provision which provides for the sharing of the crop at the threshing floor. Now, if a tenant does not share the crop at the threshing floor, but actually takes away the whole crop, then, obviously, he is guilty of theft. He can be prosecuted in a court of law, and he can be punished according to law. Sir, does it always happen that only the tenant takes away the entire crop? Does it not happen that the landlords—cussed landlords and vicious landlords—engage certain people and they take away the entire crop even without sharing? In such cases, what is the provision against the landlord provided for? I would be told 'you can go to the court of law; you can go to the police; you can charge that landlord with theft; you can lodge a complaint, and that complaint will be enquired into by a regular court, and if the landlord is guilty, he will be punished according to law.' Why in the case of the landlord, the Government are not providing for any punishment of this nature? Why should the Government mistrust the tenants alone? When they have provided that the tenant has got to share the crop at the threshing floor, why then go out of the way and make such a provision here, which only shows nothing but absolute distrust in the tenants. Therein lies my objection, and my objection has not been answered.

"I now come to the second question, namely, clause (b). Apart from the question of contracts, here is a case wherein the peasant has got to pay rent in cash. It often happens that in the months immediately following the harvest, prices are at a low level. The peasant might find it easier for him or more advantageous to him to sell his produce four or five months after the harvest when prices will be higher. Though in such obvious cases the tenant may not pay the rent immediately, the landlord will go to the court immediately and get him evicted. Such cases are not uncommon. Therefore, we should see that such evictions do not take place, and that this provision does not provide the landlords with an excuse for taking eviction proceedings against their tenants.

"The Hon. Mr. Subramaniam stated that we must have faith in the administrative officials. We are not here dealing with administrative officials. We are dealing with regular courts. In the Criminal Procedure Code and in the Indian Penal Code, offences have been defined. They have defined what is theft. In the Criminal Procedure Code for instance, there are sections—sections 102 to 111—wherein bad conduct or bad behaviour is defined. Will anybody ever make any legislation which does not define what constitutes 'bad conduct'?"

THE HON. SRI C. SUBRAMANIAM :—"Sir, I was only answering the charge that these courts or these officers were likely to side the landlords. I was only answering that charge. I did not say anything with reference to definition."

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* SRI P. RAMAMURTHI :—“ When the courts are asked to administer certain laws, they are told what constitutes offences and what ingredients go to make up offences. These things are precisely defined so that courts may go into the matter fully and give their judgment. But in the present case nothing is defined. The Hon. Mr. Subramaniam was talking eloquently about these things. Regarding the question what constitutes bad conduct, for which the tenant is liable to be evicted, nothing has been stated. In fact, the Government are not in a position to say what exactly they have got in their mind. That is why I say that this question should be left entirely to the discretion of the officer. It would not do even if the words ‘ in the opinion of the Revenue Court ’ are removed. This should be left entirely to the discretion of the particular officer to decide whether the particular bad conduct of a particular individual is such as to injure cultivation. On his own discretion, he must come to a decision. (Interruption by the Hon. Sri C. Subramaniam.) I am not saying that no evidence is to be let in. Sub-clause (c) says ‘ he has done any act or has been guilty of any neglect which is destructive of, or injurious to, the land or any crop thereon or has altogether ceased to cultivate the land; or ’. What are the things that the tenant can do? Once again I say that this bristles with distrust of the tenant. I demanded the other day an amendment which would provide for the compulsory payment by the landlords towards the cost of manuring expenses. It was then stated that after all it was in the interest of the landlords to pay the manuring expenses, the more manure that they put in the land, the more produce they would get, and, therefore, we need not provide for that. It was also stated ‘ why do you not leave it to the landlords’ good intentions; they are interested in better cultivation ’. When we ask for provision against the landlord, we are told that we must leave it to the good intentions of the landlord. Here is the case of the cultivating tenant. Is it not his interest, I ask, to see that his crop is not destroyed? By destroying his own crop, who is it that is going to suffer? Is it not a fact that the tenant is going to suffer? Why should not the Government leave it to the good intentions of the tenant? Why should not the Government make him realise his own interest in the matter? In the case of the tenants, why should the Government say ‘ no ’? The Government say that it may be his interest, but out of spite towards the landlord, the tenant may destroy the crops. If that be the case, we have got to provide for such conduct on the part of the landlord also. Does it not often happen that the landlord hires people and destroys the crop? What provision is there against such acts? Why not the Government say that if such acts are indulged in by the landlords, the entire land will be taken away by the tenant? Only in the case of the tenants, we come forward and say that they are likely to destroy the crop or are likely to do something which is injurious to good cultivation. All these things are only against the tenant and not against the landlord. That is why I say that this entire clause bristles with absolute distrust as far as the tillers

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of the soil are concerned. It is a bolt on the statute, and it has got to go. This blot to remain on the statute book is something unthinkable as far as we are concerned."

* THE HON. SRI M. A. MANICKAVELU NAICKER :— 3-20
F.M.
" Mr. Speaker, Sir, the basis on which this Bill has been framed is that the landlord is the owner of the land but the hon. Gentleman who spoke just now wants to proceed on the basis that the tenant is the owner. The amendment which he has moved will only amount to that. Now, one of the grounds for the eviction of a tenant is the tenant's failure to pay rent due for one year. Originally the expression used was 'arrear of rent'. That would mean arrears of rent due for many years and not merely for one year. In the Joint Select Committee we made it clear that the tenant could be evicted if he failed to pay rent due for only one year. The second ground, on which a tenant can be evicted, is any neglect on his part which is destructive of, or injurious to, the land or any crop thereon or failure to cultivate the land. For instance, if a sit-down strike is advocated, then there will be no cultivation at all. Then, the tenant can be evicted also if his conduct or behaviour has been such as to render his continuance as a tenant on the land undesirable in the interests of good cultivation.* This provision specifically limits the ground for eviction to anything done against the interests of good cultivation. The landlord cannot find fault with the tenant at random for doing something which is not connected with the land. His right to evict a tenant is restricted to the doing by the tenant of things which are injurious to good cultivation. If the whole of these provisions is not made, it will give ample scope to agents provocateur to do a lot of mischief. That is why we have provided for these things."

* SRI P. RAMAMURTHI :—" I thought that the Hon. the Minister for Land Revenue was not going to speak after the Hon. Sri C. Subramaniam had spoken. That is why I exercised my right of reply at that time."

SRI T. VISWANATHAM :—" Sir, the Hon. the Minister for Land Revenue has introduced some new items like sit-down strikes and agents provocateur which were not mentioned in the initial stages of the debate. They have provided new fields for discussion and, therefore, I think the Mover of the amendment has got a right to reply to the new points raised."

MR. SPEAKER :—" He has got absolutely no right. But with the indulgence of the Chair, he can speak."

SRI T. VISWANATHAM :—" Of course, with your indulgence."

SRI P. RAMAMURTHI :—" Sir, I am glad the Hon. the Land Revenue Minister has spoken out. This was the very thing that I wanted the Government to do. When I said that sub-clause (f) was a political sub-clause, I meant exactly this.

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Here is a peasant movement. After all, this Bill does not say that the tenant can get a share of only two-fifths of the produce and nothing more. It is perfectly open to him to enter into a contract with the landowner to get a share of more than two-fifths of the produce. But we know that the landowners, of their own accord, will not give anything more. If, on the other hand, they do give anything more, then there would be no need for this Bill at all. Therefore, in spite of the existence of this legislation, there is bound to be agitation and there is bound to be concerted action also. Now, there is such a thing as collective bargaining. The principle of collective bargaining has been accepted in all civilized countries. The tenants will enter into a combination, organization or association, and collectively demand of the landowners in various places to give them a share of more than two-fifths of the produce. In such cases, it may happen that this agitation takes other forms. They may even enter into struggles. The object of sub-clause (f) is to prevent such things under the pretext that good cultivation is prevented. Again, the object of this sub-clause is to prevent the organization of the peasantry. Well, I am glad the Hon. Minister has spoken out openly and, therefore, I say that the House must reject this clause."

MR. SPEAKER:—"I wish to know whether the Hon. Minister wants to say anything on this matter."

THE HON. SRI M. A. MANICKAVELU NAICKER:—"No, Sir."

* THE HON. SRI C. RAJAGOPALACHARI:—"Only a word about the last argument of the hon. Member. He has taken for granted that this clause is intended for such and such a purpose because one of the many instances that the Hon. the Land Revenue Minister could have given was given out in that form. After hearing the hon. Member Sri Ramamurthi, I feel convinced without further argument that this clause should remain." (Laughter.)

MR. SPEAKER:—"First I will put the amendment of the hon. Member Sri Ramamurthi to the vote of the House. Then I will take up the amendment of Sri Gopalan. The question is—

'Omit from sub-clause (1), items (a), (b), (c) and (f) and reletter the remaining items.' "

SRI P. RAMAMURTHI:—"Sir, I request that the amendment for the deletion of each of the items may be put separately to vote."

MR. SPEAKER:—"I have no objection. The question is—

'Omit from sub-clause (1) item (a) and reletter the remaining items.' "

The amendment was lost.

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MR. SPEAKER :—" The question is—

' Omit from sub-clause (1), item (b) and reletter the remaining items.' "

The amendment was lost.

MR. SPEAKER :—" The question is—

' Omit from sub-clause (1), item (c) and reletter the remaining items.' "

The amendment was lost.

MR. SPEAKER :—" I shall now take up the amendment of the hon. Member Sri K. P. Gopalan. I shall come to the amendment for the deletion of sub-clause (f) afterwards. The question is—

' In sub-clause (1), omit item (d).' "

The amendment was lost.

MR. SPEAKER :—" The question is—

' Omit from sub-clause (1), item (f) and reletter the remaining items.' "

The amendment was lost.

MR. SPEAKER :—" The hon. Member Sri Ramamurthi may now move his next amendment."

SRI P. RAMAMURTHI :—" Sir, please do me a favour. I would like to move it after somebody moves some other amendment."

MR. SPEAKER :—" There is no other amendment."

THE HON. SRI C. RAJAGOPALACHARI :—" Sir, I may tell the hon. Member Sri Ramamurthi that the provision, which he suggests in the amendment for substitution of the sub-clause, is made in the last part of clause 10."

MR. SPEAKER :—" Then let him not move his amendment."

SRI P. RAMAMURTHI :—" Yes, Sir, it is provided for in the clause itself and, therefore, I am not moving my amendment."

MR. SPEAKER :—" Then comes the amendment of the hon. Member Sri Y. V. Krishna Rao."

* SRI Y. V. KRISHNA RAO :—" Mr. Speaker, Sir, I move the following amendment which stands in my name—

' Insert the following as new sub-clause (3) to clause 10 :—

" (3) Provided that in all cases of bone fide sale by the landowner, of all the land or any portion thereof, the tenant shall vacate the land sold to the purchaser thereof and if the tenant himself can pay the competitive cost for all the land or any portion thereof, he may be given preference.' "

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"Sir, my amendment is self-explanatory. It purports to say that when a landowner has to sell his land for a *bona fide* purpose like the liquidation of a debt or the performance of his daughter's marriage, and when his tenant is unable to buy the land, the landowner may be entitled to sell it to another, with vacant possession. If my amendment is considered to have the effect of drifting the land into the hands of non-cultivating landowners, it may be slightly modified so as to exclude the possibility of non-cultivators stepping into it by purchasing it. What I want is that some kind of facility should be given to the landowner to sell his land in case his tenant cannot purchase it. If this facility is not given, a small landowner will not be able to liquidate his debt, much less save a portion of his land for his use. As a result, the creditor will swallow the entire land and the landowner, particularly the small landowner, will be completely ruined.

"If my amendment is not accepted, there will be complete extinction of the small pattadars of Tanjore and, if it is accepted, it will be a bit helpful to them, and they can retain a fraction of their holdings. In addition the amendment will have the effect of speeding up sales by the big pattadars also. The result will be the liquidation of their large holdings which seems to be the goal of all agrarian reform.

"I suggest that my amendment may be accepted."

3-40
p.m.

* SRI N. VENKATARAMIAH :—"Mr. Speaker, Sir, on the 26th November, when we were discussing the amendment to clause 6 of this Bill, we advocated the conferment of permanent right of occupancy on the tenant. But the House rejected the amendment and by such an attitude the House has shown itself to be against the occupancy rights being conferred on the tenant. For a time, it may appear as though our present stand is inconsistent with the stand already taken by us while discussing the amendment to clause 6 of the Bill. But I may state that it is not so in fact. When we look at the Bill, it appears to be a more or less stop-gap arrangement. It is neither fish nor flesh. It does not envisage any land reform on any long-standing or long-enduring basis. The Government's policy seems to me 'let sleeping dogs lie'. It is something like section 144 of the Criminal Procedure Code which says that for a period of two months or so, irrespective of the rights of the parties, a particular order has to be maintained. It does not confer occupancy rights on the tenants; it does not prevent the landowners from selling their lands. For a term of five years, they want to continue the present state of affairs. That seems to be their policy. The present amendment seeks to empower the landlord to sell in any particular case for *bona fide* purpose a portion of his land which is in the occupation of the tenant. Sir, it may be argued that if this power is given to the landlord every one of the landlords may try to sell away his lands and take them from the tenants. That will not be the case. There is a qualifying rider, viz., that the landlord must be permitted to sell the land for *bona fide* purposes. In which case, the tenant shall vacate the land

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and give vacant possession to the landlord so that the purchaser may take possession of the same from the landlord. As I have already submitted, there is absolutely no prohibition against the landowner's selling the land and another taking possession of the same after five years. So, I feel it is better if this amendment is accepted. While the Bill recognized the right of the landowner to sell away his land, and while it recognizes his ownership of the land and while even according to this Bill the tenant can continue to be in possession of the land only for a period of five years, it is but fair and desirable that he should be allowed to have powers to sell his land, in which case, the tenant may be directed to hand over possession of the same. For these reasons, I support the amendment moved by hon. Member Sri Krishna Rao."

* THE HON. SRI M. A. MANICKAVELU NAICKER :—" Sir, I am afraid there is jumbling of many things in this amendment. I find there is a move for the right of pre-emption and it does not fit in well in the context of the provisions of this Bill. I think it will make the matter more confused. So I request the hon. Member not to press the amendment."

* SRI Y. V. KRISHNA RAO :—" Sir, I regret I cannot withdraw my amendment. On the other hand, I suggest once more that it may be accepted as it is a very simple and reasonable amendment. Where there is a *bona fide* case of the land having to be sold, the landowner must have the right to sell it. Unless he has a right to sell it to some other man who is not his tenant in case his tenant cannot purchase it for a reasonable price, the land value will depreciate and the landowner will be ruined. If we cannot help these small landowners and small pattadars of Tanjore, I do not know on whom else this Bill is going to confer some benefit. I think that if the Government and the House cannot accept my amendment, it will spell disaster to the small landholders of the Tanjore district."

MR. SPEAKER :—" The question is—

'Insert the following as new sub-clause 3 :—

" (3) Provided that in all cases of *bona fide* sale by the landowner, of all the land or any portion thereof, the tenant shall vacate the land sold to the purchaser thereof and if the tenant himself can pay the competitive cost for all the land or any portion thereof, he may be given preference." "

The amendment was lost.

Clause 10, as amended, was put and carried.

Clause 11.

THE HON. SRI M. A. MANICKAVELU NAICKER :—" Sir, I move—

'Omit the words "according to custom" in the third line and the words "for days on which there is no work to be

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done" in the fourth line, and substitute the words "for days on which no work is actually done or on which, according to custom, there is no work to be done."

This amendment is intended only to make matters more clear and in substance it is the same as the original clause."

SRI K. VINAYAKAM :—" Sir, most of us have not received a copy of the amendment."

MR. SPEAKER :—" A few days ago, these amendments have been circulated. If the hon. Member has not brought them, it is not the fault of the office."

SRI K. VINAYAKAM :—" Sir, most of us do not have a copy of this amendment. I think this is a new amendment."

MR. SPEAKER :—" No, I think this amendment was circulated last Thursday. Hon. Members should keep a copy of these amendments with them. However, if they want, I have no objection to read the amendment."

SRI P. RAMAMURTHI :—" Sir, originally we were supplied with a compendious list of amendments. Subsequently, the Government circulated certain other small amendments in small slips. Probably, some of the Members might have lost them."

MR. SPEAKER :—" Then, it is not the fault of the office."

* THE HON. SRI M. A. MANICKAVELU NAICKER :—" Sir, I am asked to paraphrase the substance of the amendment. The original clause says, 'Wages shall be payable to pannaiyals and the members of their families, for each day of work done according to custom, as follows, but not for days on which there is no work to be done . . .'. The same idea is conveyed in the present amendment in a better language and of course with a slight difference, viz., the omission of the words 'according to custom' in the third line and the words 'for days on which there is no work to be done' in the fourth line, and the substitution of the words 'for days on which no work is actually done or on which, according to custom, there is no work to be done.'"

* THE HON. SRI C. RAJAGOPALACHARI :—" May I explain the amendment to my hon. Friends on the other side? The change is small and is intended for this purpose. The landlord cannot refuse to pay when actually work is done by pleading that it is not customary work or that there is no work to be done at all. We want to make it very clear that when work is done, the pannaiyal concerned should be paid for it. That is all what we have done."

MR. SPEAKER :—" Amendment moved—

'Omit the words "according to custom" in the third line and the words "for days on which there is no work to be done"

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in the fourth line, and *substitute* the words " for days on which no work is actually done or on which, according to custom, there is no work to be done." "

* SRI P. RAMAMURTHI :—" Sir, I appreciate the intention but I wonder whether this amendment will carry it out. The amended version will be ' wages shall be payable to pannaiyals and the members of their families, for each day of work done as follows but not for days on which no work is actually done or on which, according to custom, there is no work to be done.' There is a mistake in the amendment. The amendment does not read properly at all. Then coming to the substance of the amendment, it would mean that on those days on which, according to custom, there is no work to be done but on which actually work is done, the pannaiyal need not be paid. That is the object and intention of the Government. Whether this object is served by the amendment is the question. Even though work may have been done, if he has not done any work as covered by the amendment, he need not be paid. But this is not clearly brought out in the amendment. This needs very careful consideration. I also feel that the latter portion of the amendment should be deleted." 3-50 p.m.

THE HON. SRI C. RAJAGOPALACHARI :—" I shall look into the original and see if there is any mistake."

MR. SPEAKER :—" I shall take up the next amendment. Mr. R. V. Jagga Rao will move his amendment."

SRI R. VENKATA JAGGA RAO :—" I do not move the amendment given notice of by me."

MR. SPEAKER :—" Sri G. Rama Rao is not in his place. I shall pass on to the Government amendment next."

* THE HON. SRI M. A. MANICKAVELU NAICKER :—" Sir, I move—

' In the last paragraph, for the words " an aruvadaippangu . . . and the members of his family," substitute the words " his share in the aruvadaippangu (crop-share) of half-a-marakkal for every kalam of gross produce (or in the case of produce other than paddy, of one-twenty-fourth of the gross produce) " . '

It is now provided that a male pannaiyal will be entitled at each harvest to his share in the aruvadaippangu (crop-share) of half-a-marakkal for every kalam of gross produce (or in the case of produce other than paddy, of one-twenty-fourth of the gross produce). What I am putting before the House is the same as in the sub-clause but in a different way. It is the same thing in the proper form."

MR. SPEAKER :—" The question is—

' In the last paragraph, for the words " an aruvadaippangu . . . and the members of his family," substitute the words

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“ his share in the aruvadaippangu (crop-share) of half-a-marakkal for every kalam of gross produce (or in the case of produce other than paddy, of one-twenty-fourth of the gross produce) ” ” ”

The amendment was carried.

* THE HON. SRI C. RAJAGOPALACHARI :—“ Sir, reverting to the previous amendment, I feel that if the words ‘ according to custom ’ and the words ‘ but not for days on which there is no work to be done ’ occurring in the third and fourth lines of clause 11 are deleted, the whole thing will be all right. It simply means ‘ for each day of work done as follows. ’ ”

THE HON. SRI M. A. MANICKAVELU NAICKER :—“ Then the clause will read—

‘ Wages shall be payable to pannaiyals and the members of their families for each day of work done, as follows. ’ ”

MR. SPEAKER :—“ I shall allow time to the Government till to-morrow. Let them bring in a clear amendment. ”

THE HON. SRI C. SUBRAMANIAM :—“ Till to-morrow? ”

MR. SPEAKER :—“ Then, the Government may reopen the clause at 5 p.m. to-day. I shall allow an hour. ”

Clause 12.

* SRI P. RAMAMURTHI :—“ Sir, I move—

‘ For sub-clause (4) substitute the following :—

“ (4) If the landowner fails to comply with the award of the Conciliation Officer under sub-section (3), the Revenue Court shall on receipt of information of such failure direct the landowner to pay and continue to pay the pannaiyal, his wages in accordance with section 11 until the landlord has reinstated the pannaiyal. ” ”

“ Sir, the provision made in the Bill reads as follows :—

4 p.m.

‘ If the landowner fails to comply with the award of the Conciliation Officer under sub-section (3), the Revenue court may, on receipt of intimation of such failure, after such inquiry as it considers necessary, direct the landowner to pay the pannaiyal such compensation as may be fixed by it, not exceeding six months’ wages or Rs. 300, whichever is less. ’

Here is a case of a landlord who has dismissed his pannaiyal alleging certain grounds, that he does not work properly or has been guilty of misconduct and so on. The Revenue Court goes into the allegations made by the landlord and comes to the conclusion that the allegations made are absolutely false and therefore on these alleged grounds the pannaiyal shall not be dismissed. If the Revenue Court or the Conciliation Officer as the case may be goes into those allegations made by the landlord and then comes to a conclusion and orders his reinstatement, what is the obligation imposed on the part of the landlord? He may respect the verdict

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of the Court or may not. In the case in which he chooses not to respect the verdict of the Court, what is provided for is, Rs. 300 or six months' wages whichever is less, shall be paid to the pannaiyal as compensation. This is the penalty imposed on the landlord who refuses to accept the verdict of the Court. In spite of the verdict of the Court the landlord is sought to be condoned if he agrees to pay Rs. 300 or six months' wages whichever is less, or whatever it is. This I say is an atrocious piece of legislation. Here is a man who is guilty of contempt of court even. The grounds on which he has dismissed his pannaiyal have been found to be false. Even then he can have his own way. That is what is provided for in the Bill.

"Take for example industrial disputes. There are cases where workers are dismissed without any reasons whatsoever. There are Conciliation Courts and Tribunals. If the Court finds or the Tribunal finds that the worker has been unjustifiably or unlawfully dismissed and orders his reinstatement, what happens? The employer is bound to reinstate the worker and so long as he does not reinstate him that worker is deemed to have been reinstated and continued to be paid the wages. That is the provision of law when it is a question of dealing with industrial disputes, when it is a question of the relationship between the worker and the capitalist. That being so, why make an exception in the case of the relationship between the landlord and his pannaiyals? I am sure this sort of provision will not help the pannaiyals. As a matter of fact, I know all the small landlords will inevitably reinstate the pannaiyals. But it will not work in the case of the big landlords. They would see to it that the pannaiyals are removed. They would rather get rid of the man by paying the compensation provided for than reinstate him in service. They would say: 'These are Kisan Sabha men. We do not want to have them. Better pay off the compensation and get rid of them than reinstate them'."

THE HON. SRI C. RAJAGOPALACHARI:—"This is only intended to cover ordinary cases."

* SRI P. RAMAMURTHI:—"Even in respect of ordinary cases, I ask, have we provided such provisions in respect of the industrial disputes? Do we say that after the tribunal had gone into the case and found that the worker had been dismissed unjustly, the employer could pay off some compensation and get rid of the worker? Then, why make an exception in the case of the landlord alone? We cannot forget the existence of the Kisan Sabha. In order to see that this organization is smashed, which I say is their object, this provision has been made in the Bill. This is nothing more than a price for victimization. Here a price is being fixed for victimization and contempt of Court. Should we accept this position? Therefore the Government should find it a reasonable thing to provide here similar provisions as are provided in the Industrial Disputes Act. I would press this amendment for the acceptance of the House."

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THE HON. SRI C. RAJAGOPALACHARI :—“ Mr. Speaker, Sir, by way of a preliminary remark to understand the position . . . ”

MR. SPEAKER :—“ Let the amendment be formally seconded, then the Hon. the Chief Minister can speak.”

SRI PILLALAMARRI VENKATESWARLU :—“ అధ్యక్షా, నేను ఈ సవరణను బలపరుస్తున్నాను. నేను తరువాత మాట్లాడవచ్చుననుకుంటాను.”

* THE HON. SRI C. RAJAGOPALACHARI :—“ We should understand clearly the position before we make any amendment, accept or refuse any amendment. The position is : are we now trying to get through a measure by which no pannaiyal can ever be got rid of for sufficient reasons but the two must be wedded together for a life-time? No. Therefore, there must be some provision in the Bill for giving due and just notice ending with an agricultural year, after which the wage-earner should be asked to go. So the Hon. the Revenue Minister has given notice of an amendment for the addition of a new sub-clause (6). It reads thus :

‘ Any landowner or pannaiyal may terminate the engagement by giving notice of not less than 12 months ending with the expiry of the next agricultural year, or by mutual agreement, provided that where the landowner terminates the engagement under this sub section, he shall be liable to pay to the pannaiyal, grain or money equivalent to six months wages or such amount as may be mutually agreed upon.’

This, I submit, is a just and proper condition to be added. It was omitted by oversight and it has now been proposed to be added. If this is added, then the question arises whether we really want the provision to which the hon. Member Mr. Ramamurthi objects. I can understand the argument that when there is an enquiry about a dismissal and an order is passed, it should be accepted. I would be quite prepared to ask the Hon. Revenue Minister to consider omitting the clause prescribing payment of compensation of Rs. 300 and getting rid of the pannaiyal if the other amendment is there in the Bill. Therefore, I would submit that the Government amendment may first be moved and then we can consider the validity of the argument of the hon. Member Mr. Ramamurthi.”

MR. SPEAKER :—“ Then the Hon. Minister may move the Government amendment.”

* THE HON. SRI M. A. MANICKAVELU NAICKER :—“ Mr. Speaker, Sir, I move—

‘ After sub-clause (5), insert the following as a new sub-clause (6) and renumber the existing sub-clause (6) as sub-clause (7) :—

“ (6) Any landowner or pannaiyal may terminate the engagement by giving notice of not less than 12 months ending with the expiry of the next agricultural year, or

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by mutual agreement, provided that where the landowner terminates the engagement under this sub-section, he shall be liable to pay to the pannaiyal, grain or money equivalent to six months' wages or such amount as may be mutually agreed upon." " "

SRI P. RAMAMURTHI :—" I want to speak on the Government amendment, Sir."

MR. SPEAKER :—" Let me first put the Government amendment before the House. Then the hon. Member can speak. The amendment is—

' After sub-clause (5), insert the following as a new sub-clause (6) and renumber the existing sub-clause (6) as sub-clause (7) :—

" (6) Any landowner or pannaiyal may terminate the engagement by giving notice of not less than 12 months ending with the expiry of the next agricultural year, or by mutual agreement, provided that where the landowner terminates the engagement under this sub-section, he shall be liable to pay to the pannaiyal, grain or money equivalent to six months' wages or such amount as may be mutually agreed upon." " "

SRI K. VINAYAKAM :—" Mr. Speaker, Sir, from our side we suggest the following amendment to the Government amendment, namely, instead of six months' wages, it may be amended as twelve months' wages."

MR. SPEAKER :—" Where is his amendment? The hon. Member has not given notice of it."

SRI K. VINAYAKAM :—" The Government have not given notice of their amendment, Sir."

MR. SPEAKER :—" The Government have given sufficient notice. The amendment was issued on the 26th November, and circulated to Members. If the hon. Member has not taken note of it, it is not the fault of the Government."

SRI VAVILALA GOPALAKRISHNAIAH :—" On a point of order 4-10 P.M.
అధ్యక్షా, సవరణలు శుభకాలినే గడుపు అయినా తరువాత మృతులు సవరణలు ఇవ్వవచ్చా? ఆ విధంగా ఇచ్చినట్లయితే వాటికి సభ్యులు తిరిగి సవరణలను ఇవ్వకుండా ఉపసాహించవచ్చా? అనే విషయమై తమరు ruling ఇవ్వగోరాను."

* SRI T. VISWANATHAM :—" The hon. Member wants to know the procedure, Sir. The Government have given notice of the present new amendment. He wants to know whether he could move any further amendments."

MR. SPEAKER :—" This is not a new amendment. The Hon. the Revenue Minister had given notice of this four days ago. It was circulated on Thursday last. If the hon. Member wanted to move any amendment, he ought to have given notice of it before."

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SRI T. VISWANATHAM :—" This may be kindly explained to the hon. Member."

MR. SPEAKER :—" How is it possible for me when the hon. Member speaks only Telugu? I do not know Telugu. (Laughter.)

" The Government amendment is now before the House. Are there any hon. Members who want to speak on this amendment? "

SRI T. VISWANATHAM :—" I want to speak first, Sir."

MR. SPEAKER :—" Then let the hon. the Leader of the Opposition speak first."

* SRI T. VISWANATHAM :—" Sir, the amendment moved by the Government does not come up to the expectation of the Opposition. May I ask the Hon. Revenue Minister to pay attention to what we say? We are not disputing the rights of the landlords to dispense with the tenants or pannaiyals after giving due notice prescribed in this Bill or in accordance with previous custom or other supplementary rights which we confer on them. But the question now is what the landlord should do after the Revenue Court has declared the dismissal of the tenant or pannaiyal as wrongful. By the amendment which the Hon. Revenue Minister had moved, viz., giving the right to the landlord to dismiss his pannaiyal by giving proper notice, I may say that we give some additional security of service to the already poverty-stricken pannaiyal and raise his status. But let us view this amendment in conjunction with what is laid down in sub-clause (3) of clause 12. Sub-clause (3) of clause 12 says that the Conciliation Officer if he finds the dismissal as wrongful shall give in writing an award requiring the landowner to take back the pannaiyal and reinstate him to all the rights which would have accrued to him but for his dismissal. What has the landowner to do after the Conciliation Officer or the Revenue Court has given the verdict? He has simple to obey their instructions. The landlord should at once implement the judgment of the Revenue Court. He cannot simply be allowed to pay only Rs. 300 to the pannaiyal and not reinstate him. This virtually amounts to bringing the Conciliation Officer, the Revenue Court, the Government and above all the legislators who have made this law, into contempt. This should not be allowed to happen. I would ask the Government to clarify the position clearly."

* THE HON. SRI C. RAJAGOPALACHARI :—" I think both the Hon. Leader of the Opposition and Mr. Ramamurthi have misunderstood the whole position. I think it was Mr. Manali Kandasami who wanted to raise the limit of Rs. 150 to Rs. 300 justifying the increase on the probability of an increase in the price of paddy. He said that an increase in the price of the grain must necessarily go with an increase in the wages of the pannaiyals also. So the limit was raised from Rs. 150 to Rs. 300. I think Mr. Manali Kandasami understands the full implications of the present amendment. Let me try to make the position still clearer.

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"The Hon. Revenue Minister's amendment seeks to fulfil altogether a different purpose. It gives the right to a landlord to dispense with his pannaial by giving him twelve months notice ending with that particular agricultural year. Similarly the pannaial can also leave his service after giving twelve months' notice. But the present sub-clause (3) deals with an altogether different matter. It deals with cases of wrongful dismissal. If a landowner has dismissed a pannaial and if the Conciliation Officer or the Revenue Court finds that the dismissal had been a wrongful one, they may give an award requiring the landlord to reinstate the pannaial giving him as compensation what would have accrued to the pannaial but for his dismissal. Sub-clause (4) gives the right of appeal to the Revenue Court by the pannaial in case the landowner does not abide by the decision of the Conciliation Officer. Sub-clause (4) also fixes the maximum penalty for the landlord as Rs. 300 or any amount not exceeding six months wages. We have also made further concessions to the pannaial against his wrongful dismissal. Sub-clause (5) provides that in case the landlord disobeys the verdict of the Revenue Court, the accruing compensation shall be recovered from the landlord as though it were an arrear of land revenue and this would be paid to the dismissed pannaial. I think that considering the different sub-clauses (3), (4) and (5) the position is quite clear."

* SRI P. RAMAMURTHI :—"Even before hearing the Hon. Chief Minister, I know that he would put the interpretation which he had just now put. No doubt my friend Mr. Manali Kandaswami fought hard in the Joint Select Committee to raise the limit from Rs. 150 to Rs. 300 taking into consideration the would-be increase in wages consequent on the increase in the price of the grain. No doubt the Hon. Chief Minister had explained that the present amendment of the Hon. Revenue Minister need not be clubbed with the penalty clauses, viz., sub-clauses (3), (4) and (5) of clause 12 of the Bill. But I want to make our position clear and remove one ambiguity that may arise. What does sub-clause (5) say? It says that in the event of the landlord refusing to accept the verdict of the Revenue Court, the compensation that would have accrued to the pannaial but for his dismissal, shall be recovered from him as though it were an arrear of land revenue. Herein under sub-clause (4) it had been laid down that the maximum compensation will be Rs. 300 or an amount not exceeding six months wages. Take a typical case. Suppose I were a pannaial and were dismissed from 1st April 1952. Of course my landlord ought to make a report of my dismissal to the Conciliation Officer within a week. After two months the Conciliation Officer may find my dismissal to be wrongful one. He may order the landlord to reinstate me giving me the necessary wages that would have accrued to me since 1st April 1952. But suppose he refuses. What shall happen? I shall take the case to the Revenue Court. But the Revenue Court has got to hear several thousands of appeals. Therefore in all probability when

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my case is taken up, some time *beyond six months* would have elapsed. If the Revenue Court were to abide by the proviso of sub-clause (4) the maximum that the landlord might be asked to pay is only Rs. 300, whereas in reality my wages ever since the date of my dismissal, i.e., 1st April 1952 may amount to something *definitely* more than Rs. 300. That is why I say that the provision that the landlord shall pay only Rs. 300 or any amount not exceeding six months' wages should be removed. On the other hand a special provision should be made so that the pannaiyal shall get all the right that would have accrued to him from the date of dismissal besides some compensation for his dismissal. The whole amount calculated on this basis, shall be caused to be recovered from the landlord as part of his land revenue."

* THE HON. SRI C. RAJAGOPALACHARI:—"As I had previously stated, sub-clauses (3) and (4) deal only with cases of wrongful dismissal of the pannaiyal. Sub-clause (3) provides for the compensation because it is intended to provide for the loss in the wages of the pannaiyal subsequent to his dismissal. Sub-clause (4) gives him the right to appeal to the Revenue Court in case of the disobedience of the Order of the Conciliation Officer by the landlord."

4-20 P.M. * SRI T. VISWANATHAM:—"In that case, I wish to suggest that at the end of sub-clause (3) after the words 'and reinstate him to all the rights which would have accrued to him but for his dismissal,' the words 'and also direct him to pay compensation not exceeding Rs. 300' may be inserted. Sir, there are two ways of interpretation. A latter clause has got an overriding effect than the previous clauses. Unless the matter is clearly stated at the end of sub-clause (3), sub-clause (4) is likely to wipe out the benefit of sub-clause (3) or it will be treated as merely an alternative to sub-clause (3). But what the Hon. the Chief Minister says is that it is in addition to it. So, it must be made clear that this compensation is an additional remedy and not an alternative remedy. That is all what we want and any amendment from the Government side to carry out the intentions of the Hon. the Chief Minister is welcome."

* THE HON. SRI C. RAJAGOPALACHARI:—"If that is all the doubt, I think that after the words 'and reinstate him to all the rights which would have accrued to him but for his dismissal' at the end of sub-clause (3), we can run on to the next sub-clause, 'if the landowner fails to comply with the award of the Conciliation Officer under sub-section (3) . . .' and renumber the other clauses."

"Sir, it is not stated that the award is cancelled. Immediate proceedings are contemplated after dismissal and then there is the reinstatement order. There is nothing to be done for that little period. If, however, the landlord does not follow up the award by compliance, then we provide for compensation."

SRI P. RAMAMURTHI:—"Sir, I wish to suggest the following. At the end of sub-clause (4) we can add a proviso 'provided

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this compensation does not take away from the pannaiyal the rights that accrue to him under sub-clause (3)'. So, even after the payment of compensation, the right of the pannaiyal to be reinstated still remains."

THE HON. SRI C. SUBRAMANIAM :—" Instead, we can add 'without detriment to the rights . . .'"

[After some discussion, the Hon. the Chief Minister moved the following amendment.]

* THE HON. SRI C. RAJAGOPALACHARI :—" Sir, I move the following amendment to sub-clause (4) :—

' At the end of sub-clause (4), for the words " not exceeding six months' wages or Rs. 300, whichever is less ", substitute the words " without detriment to the rights accruing to the pannaiyal under sub-section (3) " . '

* SRI P. RAMAMURTHI :—" Sir, I will just try to explain its effect so that there may not be confusion at least to the Members on this side. The sub-clause provides for compensation to be fixed by the Conciliation Officer or the Revenue Court for failure of the landlord to comply with the award. In addition to that, it also lays down that the payment of such compensation does not take away from the pannaiyal the rights that accrue to him, viz., the right to reinstatement which already accrued to him under sub-clauses (3). We accept the amendment, Sir."

The amendment of Mr. Ramamurthi to sub-clause (4) was by leave of the House withdrawn.

RAJA MUTHIAH CHETTIYAR OF CHETTINAD :—" Mr. Speaker, Sir, I have got to draw your attention to one point in the discussion between the Government on this side and the Opposition Members on the other side. I may point out to my respected leader the great mistake into which he has fallen. He has made a serious mistake and I have got the guts to remind him of his duty now. He has not gone into the correctness of the amendment which he has accepted. I have not been following the discussion on the amendments all along. Just by chance I happened to be here within the last one hour and a half. The intention, as I could see, in sub-clauses (3) and (4) is very clear and the Hon. the Chief Minister explains clearly and the hon. Member Sri Ramamurthi accepts it. The question of relationship between the landowner and the pannaiyal and the question of compensation, etc., are very important, and proper provision should be made so that misunderstanding may not arise with reference to the payment of that compensation.

" Sir, the Hon. the Revenue Minister moved the amendment that both the parties can terminate the engagement by giving notice of not less than 12 months ending with the expiry of the next agricultural year, etc., and the Hon. Chief Minister also referred to Rs. 150 being raised to Rs. 300 in the Select Committee

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at the instance of Sri C. Kandaswami who knows the agrarian position well. Now, Sir, I find that this amount of Rs. 300 is sought to be omitted. Sub-clause (3) is no doubt a judgment. If the landowner is not able to comply with the award—if he is not able to implement the judgment, he is asked to do something else. The Government have now amended sub-clause (4) by introducing the words 'without detriment to the rights accruing to the pannaiyal under sub-clause (3) above'. I have no objection for the reinstatement of the pannaiyal and the question of reinstatement is always there. I only want the Hon. the Chief Minister to consider whether they are not going back on the intentions of the main provisions of the Bill so quickly and whether the new amendment does not go against the basic principle involved in the Bill itself. Certain provisions have been accepted in the Select Committee and we are all under the impression that we are going on that basis. Then, Sir, the relations between the landowner and the pannaiyal will be continuously embittered. There is no finality to this compensation and reinstatement. Do the Government provide for any other appellate Court on the decision of the Conciliation Officer if the landowner is not able to implement the award? Is there any provision in the Bill? It is nowhere mentioned. Therefore I would earnestly request the Hon. Chief Minister and the Government not to proceed hurriedly with this as it is a complicated clause. Let them take time and pursue it to-morrow. I am not an expert in legislative matters; otherwise I could have devoted some time on this. But now, Sir, I would entreat the Hon. Chief Minister not to accept any amendment to-day for sub-clauses (3) and (4), but to take time till to-morrow for considering them afresh. In the meanwhile we can go on with the other clauses."

SRI K. VINAYAKAM:—"Sir, what is the mistake which the Hon. Chief Minister has committed, and what is the mistake now pointed out by the hon. Member who spoke just now?"

* THE HON. SRI C. RAJAGOPALACHARI:—"Sir, regarding the doubt raised by the hon. Member behind me, I may say his doubt is based on a possible ambiguity. I do not know if the hon. Member Mr. Muthiah Chettiyar kept before his mind the amendment which has been considered on the motion of the Hon. Revenue Minister, viz., that at any time the relationship between the landowner and the pannaiyal could be terminated by notice on either side, of one year, ending with an agricultural year. That being settled, that is one way of easily disposing of the question of relationship between the two. If however there has been a wrongful dismissal, there is provision made in clause 12 under which the pannaiyal may make a complaint if he wants the dismissal to be looked into. If it is proved to be wrong he gets the right of reinstatement, as if he had not been dismissed. And if that reinstatement order is not followed up by compliance, provision is made for speedy compensation to the pannaiyal through the Revenue Court. I do not see how there is any difficulty or contradiction here."

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RAJA MUTHIAH CHETTIYAR OF CHETTINAD :—" Why do you remove the amount fixed? "

* THE HON. SRI C. RAJAGOPALACHARI :—" The removal of the amount is to provide for as much compensation for the purpose as each case may require. It has nothing to do with the length of service or any such thing. When there was no notice provision, we had fixed this and six months' notice. But now that separate provision has been made for notice, there is no reason to mix up this matter with that provision. That is all, Sir. In short, if the two people want to separate, there is a provision for that; but if there is a wrongful dismissal, there is also a separate provision for that."

MR. SPEAKER :—" We will now take up . . . "

THE HON. SRI C. RAJAGOPALACHARI :—" I suggest, Sir, that we first take up the amendment moved by me."

MR. SPEAKER :—" All right. The question is—

' In sub-clause (4), for the words " not exceeding six months' wages or Rs. 300, whichever is less " substitute the words " without detriment to the rights accruing to the pannaiyal under sub-section (3) " . . . "

The amendment was carried.

MR. SPEAKER :—" I will now take up Mr. Manickavelu Naicker's amendment. The question is—

' After sub-clause (5), insert the following as a new sub-clause (6) and renumber the existing sub-clause (6) as sub-clause (7) :—

" (6) Any landowner or pannaiyal may terminate the engagement by giving notice of not less than twelve months ending with the expiry of the next agricultural year, or by mutual agreement, provided that where the landowner terminates the engagement under this sub-section, he shall be liable to pay to the pannaiyal, grain or money equivalent to six months' wages or such amount as may be mutually agreed upon. . . . "

The amendment was carried.

MR. SPEAKER :—" We will now take up the last amendment of Mr. Venkateswarlu."

SRI PILLALAMARRI VENKATESWARLU :—" అధ్యక్షా, కామయ్య అందువల్ల అంగీకరించి చెప్పటం కొంచెం time కావాలి."

MR. SPEAKER :—" That is, you want time to consider whether you should move it or not."

SRI PILLALAMARRI VENKATESWARLU :—" అవును."

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MR. SPEAKER :—“ The hon. Member Sri Venkateswarlu has given notice of an amendment to insert a new sub-clause (6). Does he propose to move that amendment? ”

* SRI PILLALAMARRI VENKATESWARLU :—“ అధ్యక్షా, ఇంతకు ముందు మనం ఆమోదించిన సవరణను పూర్తిగా చదివే అవకాశం లేకపోయింది అందువల్ల clarification కోసం నేను ఈ సవరణను ప్రతిపాదిస్తున్నాను —

“ Insert the following as sub-clause (6) and renumber sub-clause (6) as sub-clause (7) :—

“(6) In case of failure on the part of the landowner to restore the pannaiyal to all his rights within one month from the date of the award under sub-section (3) of this section, such landowner shall, in addition to the liability to pay compensation under sub-section (4) of this section, also be punishable with imprisonment for a period not exceeding six months.” ”

SRI K. VARADACHARI :—“ On a point of order, Sir. We can have a translation of that new clause in Telugu. Otherwise, his reading it in English is of no use.”

MR. SPEAKER :—“ The hon. Member Mr. Venkateswarlu may continue his speech.”

* SRI PILLALAMARRI VENKATESWARLU :—“ తమ రూలింగ్ విమో తెలుప గోర్తాను. ఇంతకుముందు ఈ సభవారు ఆమోదించిన సెక్షన్లలో నియమా లను అనుసరించని కొలుదార్లకు ఎట్టి శిక్షలు విధించవలసో ఉన్నది. కొలుదారును ఖామీనుంచి తొలగించినే సదుపాయంకూడా ఖాస్సామీకి కలుగజేయబడింది. కొలు దారు యొక్క జీవన శృతి సంపాదన సాధనాన్ని కూడా లాగుకొనుటకు నిబంధనలను విరూపించిన ఈ ప్రభుత్వం ఖాస్సాములకు ఎట్టి శిక్షను విధించుటకు పూనుకొన లేదు. కోర్టులు ఇచ్చిన తీర్పులను ఉల్లంఘించిన ఖాస్సాములకు deterrent punishments విరూపించేయకపోయినట్లయితే వారు కొలుదార్లను, నానా ఇబ్బందుల పాలుజేస్తారనే విషయం అందరకు తెలిసినటువంటిదే. జరిమానలతో ఖాస్సాములను వదలి వేసినందువల్ల ఈ శాశనం చేసి ప్రభుత్వం కనుపించదు. గ్రామసాహెబ్ లో ఖాస్సాముల ప్రావీణ్యం హద్దుగా ఉంటుంది. ఈ శాసనానికికూడా Prohibition Act కు పట్టినగతి పట్టుకుండా ఉండాలని ప్రభుత్వం ఆనుకొనినట్లయితే ప్రభుత్వ ఉత్తర్వులను ఉల్లంఘించే ఖాస్సాములకు శిక్ష విధించవలసిన అవసరం ఎంతైనా ఉంది. అంతేకాకుండా నా సవరణలో నేను సూచించిన శిక్ష చాలా స్వల్పమైనటువంటిది. కష్టమంటే విమో తెలియనివారుకనుక ఈ ఖాస్సాములకు ఆరు నెలలు శిక్ష మాత్రమే నిర్ణయించవలసినదని కోరుతున్నాను. 3, 4, 5, 6 విండక్ల కాలం కఠినశిక్ష అనుభ వించిన మాజీటివారికో పోల్చిచూచినట్లయితే ఆరు నెలల శిక్ష చాలా తక్కువ అని మనవిచేస్తున్నాను. ఖాస్సాములపట్ల ఇంత దయ ఈ ప్రభుత్వం ఎందువల్ల చూపుతోందో బోధపడడం లేదు. శిక్షకు provision లేకపోయినట్లయితే Revenue Court లు ఇచ్చిన తీర్పులను ఖాస్సాములు త్రోసి వుచ్చుతారు. ఈ తీర్పులకు కూడా Industrial Tribunal ఇచ్చే award లకు పట్టిన గతి పడుతుంది. Industrial Tribunal వారు ఇచ్చే award లను పెట్టుబడిదార్లు వివిధంగా తిరస్కరిస్తున్నారో, అదేవిధంగా ఖాస్సాములు, రెవిన్యూ కోర్టులు ఇచ్చిన తీర్పులను తిరస్కరిస్తారు.

2nd December 1952] [Sri Pillalamarri Venkateswarlu]

తత్పరితంగా ఈ శాసనం నిరుపయోగం అయిపోతుంది. ఈ ముఖ్య విషయాన్ని ప్రభుత్వంవారు ఎందువల్ల గుర్తించారో బోధపడడం లేదు. ఈ విషయాన్ని రాజగోపాలాచార్యులవారికి జ్ఞప్తికి తెస్తున్నాను. వారు నా సవరణలోని సబుబును గమనించి దానిని అంగీకరించవలసినది కోరుతున్నాను. లేకపోయినట్లయితే రైతులకు ఎట్టి రక్షణా ఉండదు. అసలే పేదవారైన కాలుదార్లకు కోర్టులలో రక్షణ రావడం సందేహస్పదమైన విషయం. ఏదో ఒక సందర్భంలో కోర్టువారు కాలుదారుకు, పన్నయాలకు అనుకూలంగా తీర్పు ఇచ్చినట్లయితే దానిని ఖాస్సామీ తిరస్కరించినా శిక్షించబడకుండా ఉండడంవల్ల ఈ శాసనం విఫలంకావడం, నిరుపయోగంగా మారడం సంభవిస్తుందని మరల ప్రభుత్వంవారి దృష్టికి తెస్తున్నాను. నా సవరణను వారు అంగీకరిస్తారని ఆశిస్తున్నాను.”

SRI K. VINAYAKAM:—“ Mr. Speaker, Sir, I second the amendment.” 4-40 p.m.

*SRI VAVILALA GOPALAKRISHNAIAH:—“ అధ్యక్షా, ఇదివరకు ఆమోదించిన క్లాజులలో కాలుదారుకు, పన్నయాలకు నష్టం కలిగించే విరూపాక్షు చేయబడినాయి, కాని ఖాస్సామీకి మాత్రం ఎట్టి నష్టం, కష్టం కలుగకుండుటకుగాను గట్టి కట్టుదిట్టాలు చేశారు. Revenue Court వారు ఇచ్చిన తీర్పులకు చ్యూరికేకంగా ఖాస్సామీ, పన్నయాలను తిరిగి పనిలోనికి తీసుకొన పోయినట్లయితే ఖాస్సామీని శిక్షించుటకు అవకాశమేలేదు. అందువలన ఖాస్సాములు పన్నయాలను ఎక్కి ఇబ్బందుల పాలుచేస్తారు. ఖాస్సాములు ఈ విధంగా ప్రవర్తించుకుండుటకుగాను శిక్ష విరూపాక్షుచేస్తూ ఒక క్లాజు బిల్లులో ఉండడం అత్యవసరం. లేకపోయినట్లయితే పన్నయాలకు రక్షణ ఉండదు కాబట్టి ఈ సవరణను అంగీకరిస్తారనే ఆశతో దీనిని బలపరుస్తున్నాను.”

SRI T. N. VENKATASUBBA REDDI:—“ Mr. Speaker, Sir, I just want to bring to the notice of the House that the amendment of the hon. Member gives just an indication to the people of what punishment people can expect under the rule by hon. Members on the other side.”

SRI T. NAGI REDDI:—“ నాకు ముందు చూట్టాడిన సభ్యుని ప్రసంగం వినిన తరువాత వారికి సమాధానం ఇవ్వవలసిన అవసరం ఏదైనా ఉన్నదని భావించవలసి వచ్చింది. వారివలనే నేనుకూడా ఒక ఖాస్సామీనే కాబట్టి ఖాస్సాములు తమకింద పనిచేసే పాలి కాపులను ఏ విధంగా దూస్తారోనాకు బాగా తెలుసు. ముఖ్యంగా మారాయలసీరు జిల్లాలో జీతగాండ్లను ఖాస్సాములు పెట్టే ఇబ్బందులు గౌరవ సభ్యుని ఒకసారి జ్ఞప్తికి తెచ్చుకొనవలసినదని కోరుతున్నాను. ఖాస్సాములు జీతగాండ్లను బరికలలో కొట్టడం, ఇండ్లలో పెట్టి చితకకొట్టడం, నానావిధాలా బాధించడం సుబ్బారెడ్డిగారికి వలెనే నాకుకూడా తెలుసు. ఈ దారుణ హింసలు గుర్తించే, అట్టివాటికి ఇకముందు సంఘంలో తాళి లేకుండా చేసే నిమిత్తమే నేను ముఖ్యంగా ఈ సవరణను బలపరుస్తున్నాను. జీతగాండ్లను నానావిధాలా బాధించే ఖాస్సాములు ఎట్టి శిక్షకు పాత్రులుకాకుండా ఉండవలసి సుబ్బారెడ్డిగారి వంటి ఖాస్సామీ తలపోయడం శోచనీయమేమీ కాదు. ఇంతకు ఎట్టివాటికి ఆరు నెలల శిక్ష విధించవలసినది చెబుతున్నామో గమనించవలసియన్నది ప్రభుత్వంవారి నియమించిన కోర్టువారు ఇచ్చిన తీర్పులను పెడచెవినిపెట్టి తమ యిష్టం వచ్చినట్లుగా పన్నయాలను తొలగించేసే ఖాస్సామీనే శిక్షించమని చెబుతున్నాము. దీనికికూడా సుబ్బారెడ్డిగారు తప్పు

[Sri T. Nagi Reddi] [2nd December 1952]

పట్టారు. కమ్యూనిష్టు, పరిపాలన వస్తే శరిస్థితులు విలాసవంతా అనేదానికి ఇది మచ్చుతునక అనివారు ఆరోపించారు. శాసనోల్లంఘనం చేసి పేదవారిని ఇబ్బందుల పాలు చేసేవారిని, ఎవరినైనా పట్టికీ, శిక్షించడం ఏ ప్రభుత్వం అయినప్పటికీ సహించరాదనే మా అభిప్రాయం. కాని సుబ్బా రెడ్డిగారు అమాదిరిగా భావించరు. భూస్వాములయొక్క దౌర్జన్యాలను మూసివెట్టుకు వారు ప్రయత్నించినందువల్ల ఫలితమేమీ ఉండదని వారు గుర్తించగోర్రాను. ప్రపంచ పోకడలను వారు గుర్తించాలి ఇంకెంత కాలమో పేదవారిని పీల్చి పిప్పిచేసే సాంఘిక వ్యవస్థ మనజాలదని వారు గమనించాలి. భూస్వాములు తమ పడవడికలను సరిచేసుకొని, జీతగాళ్లను పొంపించకుండా ఉండవలసిన మా కోరిక. పేదయుల మధ్య సంబంధ బాంధవ్యాలు సరళమంగా ఉండాలని, భూస్వామి జీతగాండ్లపై దౌర్జన్యం ఉపయోగించరాదని ఆశించుకువల్లనే ఈ సమరణను ప్రతిపాదించాము. భూస్వాములు ఇంకను కాలగతిని గుర్తించక పాత పద్ధతులనే అనుసరిస్తామంటేవారు ఇంకను ఘోరమైన శిక్షలకు పాత్రులుగావలసి వస్తుందని హెచ్చరిస్తున్నాను. (ప్రతిపక్ష సభ్యుల హర్షధ్వనాలు) వాస్తవ పరిస్థితులను గుర్తించే రాజగోపాలాచారిగారివంటి ప్రముఖరాజకీయవేత్త ఇట్టి శాసనం చేయుటకు పూనుకొన్నాడు. కార్మికులు, కర్షకులు తమ హక్కులను చూసాడు, మున్నెన్నడుకన్న హెచ్చుగా ఆర్థం చేసుకున్నారు. సంఘంలో వారికిగల స్థానమేమో వారికి తెలుసు. కాని ప్రతిపక్షము ఈ విషయాలను ఇంకను సరిగా ఆర్థం చేసుకోలేదు. భూస్వాములు ఈ విషయాలను ఇప్పుడైనా గమనించవలెనని కోరుతూ ఇంతటితో విరమించుకుంటున్నాను.” (ప్రతిపక్ష సభ్యుల హర్షధ్వనాలు).

SRI T. N. VENKATASUBBA REDDI :—“ On a matter of personal explanation, Sir, I am thankful to the hon. Member for having confirmed my warning, Sir.”

* THE HON. SRI C. RAJAGOPALACHARI :—“ Mr. Speaker, Sir, the arguments have proceeded on a higher level. (Laughter.) Now, coming back to the level of the Bill itself, I submit, Sir, it is well known that directly or indirectly we should have no punishments by way of imprisonment for breaches of contract of personal service on either side. Neither could we get a pannaial to go to prison for breaking a contract nor the landowner.”

SRI PILLALAMARRI VENKATESWARLU :—“ ఆధ్యక్షా, రాజగోపాలాచారిగారు చెప్పిన ప్రత్యుత్తరం తృప్తికరంగా లేకపోయినప్పటికీ నేను నా సమరణను press చేయడంలేదు.”

The amendment was by leave withdrawn.

Clause 12 as amended was put and carried.

Clause 11—cont.

THE HON. SRI C. RAJAGOPALACHARI :—“ Mr. Speaker, Sir, I think we can go back to clause 11. I move—

‘ In paragraph 1, omit the words “ according to custom ” and all the words after “ as follows ”.’ ”

* SRI T. VISWANATHAM :—“ Mr. Speaker, Sir, this amendment meets with the position taken up by the Opposition and I do not think, therefore, much discussion is needed over it.”

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MR. SPEAKER :—“ The question is—
‘ In paragraph 1, omit the words “ according to custom ”
and all the words after “ as follows ”.’ ”

The amendment was carried.

Clause 11 as amended was put and carried.

Clause 13.

* SRI T. VISWANATHAM :—“ Mr. Speaker, Sir, I move the amendment standing in my name. I move—

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‘ Add at the end of sub-clause (2) the following words :—

“ subject to review on questions of law by the District Court having jurisdiction.” ’

We have had occasions to see in our discussion on clause 10 how on several questions either the landlord or the tenant may go up in appeal over the judgment given by the Revenue Divisional Officer. In the original scheme the Conciliation Officer was not the original court but now the Conciliation Officer has been made the original court and the Revenue Divisional Officer has been made the appellate court as it were. It must be remembered that the Revenue courts and the Revenue Officers act generally upon instructions from the Government. Whatever the law may be, they always receive instructions from the Government how to dispose of matters arising under the law. We knew these things when we appeared before Collectors with regard to Agency matters. We have the same experience in Survey matters and even in matters pertaining to the Zamindari Abolition Act when we go before Settlement Officers. Whatever the law may be, these officers being part of the Executive, proceed on the basis of confidential instructions from the Government. Further they are guided by Codes which are meant wholly for the use of the officers while the public, the lawyers and the litigants have no access to the Codes. While calling upon the parties and enquiring into their case, the officers have office notes for their guidance prepared by someone who may after all be a lower division clerk or an upper division clerk or a bench clerk. Even a lower division clerk prepares notes on the appeal that comes for hearing before the officer and when the litigant or his lawyer goes on explaining his case to the officer, very often the officer is reading the notes prepared by the office and the office generally deal not with the wording of the Act but only certain G.Os. just as it happens when the attention of the Chairman of the Municipal Council or the President of the District Board is drawn by the Manager to certain G.Os., when the matters are discussed by the Board or the Municipal Council, as the case may be. Just like that, the Revenue Divisional Officers and Collectors and Settlement Officers, where they do judicial work, they go by the instructions issued by the Government. They are a part of the Executive of the Government and the Government themselves cannot deny it. If the Revenue Divisional Officer is a Court of

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justice as it ought to be in matters like this, I should never have said that the power of revision must be given to the District Court. Mr. Speaker, Sir, you know although our Constitution does not say so—the American constitution has said so—it deals with three aspects, the executive aspect, the legislative aspect and the judicial aspect. The Constitution makes a provision for all these things and the spirit of the Constitution is that the powers of the Court must be kept intact and separate as far as possible. The Constitution of course does not say that no legislature shall by any of its legislation deprive the ordinary Courts of their jurisdiction. But the spirit of the Constitution is that the Legislature cannot cut down the powers of the Executive nor can these two combine and cut down the powers of the Judiciary. That is a point upon which all of us must be agreed. The general argument that is advanced is 'we are dealing with matters pertaining to the relationship between the landlord and the tenant therefore, we should have summary procedure and we cannot have the dilatory procedure and we cannot resort to the provisions of the Civil Procedure Code because laws mean delays and Courts mean delays. This is a kind of argument put forward by those who have got the executive mind. The Hon. the Chief Minister and the Members of the Government may be great democrats but, when once they go to the official bench, they get the executive mind and an executive approach and thus get everything through. That is why the Executive always wants to take more power from the Legislature and the Legislature always tries to see that its sovereignty is not in any way affected and what really happens is that the Legislature always tries to restrict the powers of the Executive as far as possible and the Executive wants all the same as much power from the Legislature as possible. Also there are cases where the Legislature and the Executive have combined in their over-enthusiasm in an emotional moment thinking that they were doing good to the poor and the illiterate and thus robbed the third limb of the Constitution, resulting in cutting down the legitimate powers of the Judiciary. I submit, Sir, it is wrong for any democratic Legislature to deprive by means of legislation the rights of an ordinary citizen to go to an ordinary Court of law. I may agree with the Hon. the Chief Minister and those who are for summary and quick remedies to a certain extent and therefore I have agreed that the final power to go into facts might be reserved to the Executive. The Revenue Divisional Officer although he is called upon to do judicial work is still an Executive Officer and there are no rules compelling him to follow the Code of Civil Procedure or natural principles of justice or the fundamentals of fair play. Above all Constitutions, above all laws and above all enthusiasm, Sir, there is such a thing as fundamental fair play and natural justice and if the Revenue Divisional Officer by any means goes wrong, while discussing clause 10 was it not pointed out here on the floor of the House that there is no remedy? Speaking on behalf of the tenants, I submit, Sir, that the Revenue Divisional Officer cannot be given final powers even on questions of law. But on points of fact, I am prepared to go with the

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Government and with those who argue for quick and summary remedies and in those cases, I am prepared to leave jurisdiction in that behalf unaffected. But regarding questions of interpretation of the several clauses of the enactment, when questions of natural justice and equity arise and when problems which are not envisaged either by the Executive or by the Legislature arise when ambiguities and doubts arise regarding the interpretation of the enactment, it is necessary that the Civil Courts must have jurisdiction and it is wrong to deprive the powers of the Civil Courts in those matters. In such matters we should not say to the Civil Courts : You shall not discharge your legitimate functions.

“ Sir, at the risk of repetition, I say, I am agreeable to the Revenue Divisional Officer having final jurisdiction over the question of fact. But on questions of law and interpretation if we say that civil courts shall not have jurisdiction, it will be a very unsafe procedure and it will be a dangerous beginning to make. I am pleading on behalf of the very illiterate persons for whom the Hon. Chief Minister says : “ Let there be no civil courts, appeal and dilatory proceedings.” 5 p.m.

“ Sir, I remember what the Hon. Leader of the House once said that we must trust the Executive. Let me say, it is not a question of trust or distrust of the Executive. In this connection, I am reminded of what happened in England in the year 1876. They had the Customs Consolidation Act of 1876. Section 43 of that Act runs as follows :—

“ The importation of arms, ammunition, gunpowder or any other goods may be prohibited by Proclamation or Order in Council.”

But in the year 1919, taking power under this Section of the Act, the Government passed the order prohibiting the importation of Pyrogallic Acid as it comes under the term ‘ any other goods ’. The case went to the King’s Bench Division and Appellate Court. The argument of the Government was that Pyrogallic Acid came under Section 43 of the Act. The Act said that rules made under the Act had the same effect as an enactment. Supposing the High Court of Judicature came to the conclusion that the order was really final, what would have happened? The materials which were absolutely necessary for war purposes should have been prohibited. Therefore the High Court declared that particular order as *ultra vires*. So it proves, how beneficial it is that on questions of law the civil court should have jurisdiction.

“ Sir, if you look to Clause 10 which was passed, you will find that a tenant can be sent out at any time merely on an application by the landowner. The landowner might go and tell the Revenue Divisional Officer somewhere in the Club or in the train : ‘ My tenants are giving a lot of trouble. They are organizing this thing and that thing. I asked them to grow one thing but they say, they will grow another thing ’. The Revenue Divisional Officer would simply say : ‘ Why can’t you put in an application ’ and when the application goes to him, you know what sort of judgment he would give . . . ”

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THE HON. SRI C. SUBRAMANIAM :—“ Don't be unfair.”

* SRI T. VISWANATHAM :—“ I am not unfair to any particular officer. Your provision in this Bill is unfair. You are putting officers in that position. Supposing he goes wrong, what is the remedy you have provided for in this Bill? There must be a limit. You may declare a tenant as undesirable. But the undesirableness must be canalized. How can you canalize it if the Revenue Divisional Officer's opinion is final? There must be somebody to revise it and let the Civil Court have jurisdiction on questions of law. Otherwise, this might give a lead to other pieces of legislation in which you would take away the jurisdiction of courts.”

“ Sir, one other argument that is advanced is that if there is power of revision by the Civil Court, many people will go to court. I submit, many people will not go and only about 5 per cent of the people may go. On an argument like this, this is what the Lord Chief Justice of England has said :

“ The real triumph of Courts of law is when the universal knowledge of their existence, and universal faith in their justice, reduce to a minimum the number of those who are willing so to behave as to expose themselves to their jurisdiction. . . . The knowledge (Here it is the knowledge that there is provision for review by civil courts) that the machinery exists, and that when it is employed it is employed with skill and without favour, has the effect of rendering its employment unnecessary save only in the exceptional case.”

This is not a statement made by a politician but it was made by the Lord Chief Justice of England. Therefore, I submit, that the fear there there will be rush of petitions to court or delay in the disposal of such petitions, is exaggerated. Also, in the near future we are going to have a comprehensive legislation applicable to other parts of this State, giving security of tenure to all tenants in this State. Large sections of tenants will stand to lose if the power of revision on the question of law is not given to the civil court. Therefore, I submit, that this amendment may be accepted.”

* SRI K. VINAYAKAM :—“ Mr. Speaker, Sir, while seconding the amendment moved by Mr. Viswanatham, I wish to point out one or two things. Mr. Viswanatham has explained the entire implications of his amendment. Sir, when a dispute arises between a landlord and a tenant or a pannaiyal, who is the final authority to decide the dispute? It is the Revenue Court. Who presides over that Revenue Court? It is the Revenue Divisional Officer. After all, who is this Revenue Divisional Officer? He is part and parcel of the Executive. In most cases, he depends upon departmental instructions, demi-official letters and instructions or advice which he gets from his officers sitting above him. In this connection, the Hon. Minister for Finance characterized the remarks of Mr. Viswanatham as being very unfair to the Revenue Divisional Officer. May be, when we say it, it looks as if it is very unfair and undesirable. But the Hon. Minister for Finance must be aware of the conditions in the mufassal and what is the state of affairs there? In the mufassal towns it is the Revenue Divisional Officer who is looked upon as a demi-god by the people living in that locality. Who has got the opportunity to approach him very

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frequently and freely? It is only the landed gentry; it is only the rich merchants; it is only the capitalists; and it is only the favoured few that go to him and not the pannaiyals or the ordinary labourers or the men who do not know much about the implications of this Bill and other enactments. Of course, I wish the Revenue Divisional Officer had been unbiassed in his judgment. But does it often happen? He is liable to be influenced by club friends, as Mr. Viswanatham said. Also, I am afraid, this provision makes a prosecutor a judge also. The Revenue Divisional Officer is feared as a prosecutor in the villages. He is an authority, sitting upon them, in all matters of revenue.

"It is into the hand of such persons power is given to decide disputes. It is likely that they may not be unbiassed in all cases. That is the reason why we want that a final appeal should lie to a civil court presided over by judges, subordinate or district judges, who are liable to be not influenced (as the Revenue Divisional Officers are likely to be influenced in mufassal towns) in any way but who will act freely according to the strict letter of law."

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* SRI R. SIDDANNA GOWD :—"Mr. Speaker, Sir, Government presume that their Executive are not fallible and so the jurisdiction of civil courts should be ousted. It is either to the landlords or to the tenants or to the pannaiyals that they should be left to the tender mercies of the Executive. It is represented on all sides—by the landlords, by the tenants and by the pannaiyals through newspapers that the jurisdiction of the civil courts should not be ousted. I therefore submit in all fairness to the parties concerned that the jurisdiction of the civil courts should not be ousted and that appellate powers should be vested in the judicial courts."

* SRI P. RANGASAMY REDDIAR :—"Mr. Speaker, Sir, in supporting this amendment I wish to draw the attention of the Members on the Treasury Bench and also of the lawyer friends in this Assembly to two decisions, one of which has recently appeared in the Madras Law Journal and the other has appeared in the newspapers only two days back. Both these decisions deal with the impropriety of rejecting nomination papers of candidates by Revenue Divisional Officers. In one case, and that one was from Namakkal, the decision of the Revenue Divisional Officer was ultimately up to the Supreme Court. That was a decision which appeared in the newspapers some six or seven months back. In that case one candidate had filed five nomination papers, and for all the five nomination papers he had filed only one agent form. If he had appointed himself as the agent there would have been no difficulty at all. As he had not filed five agent forms for the five nominations, the Revenue Divisional Officer declared his nomination invalid. Now, it has been finally decided by the Supreme Court that it cannot interfere with the rejection of nomination. This decision has appeared in (1952) 1 M.L.J. and so let not any of my friends have any doubt of it. I am referring to the improper rejection of the nomination paper filed by Mr. Ponnusami Reddiar from Namakkal. I do not propose to go into the merits of that case;

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for my intention in referring to that case is only to draw the attention of the hon. Members to what exactly happened therein. According to the Representation of the People's Act the candidate is given choice to file more than one nomination form, a separate form for each nomination of candidate and an agent form for each nomination. Unfortunately in this particular case the candidate had filed only one agent form for all the five nominations."

THE HON. SRI C. RAJAGOPALACHARI:—" Mr. Speaker, Sir, there is no need for the hon. Member to go into the details of the election case."

* SRI P. RANGASAMY REDDIAR:—" Sir, it is no doubt finally decided. I am dealing with it at length as I fear some hon. Members may not be able to appreciate wherein the difficulty lies with respect to the impropriety of the rejection of the nomination paper. Anyhow I shall not go into the details of it. With respect to the appointment of the election agent there was only one form and it was held by the Supreme Court that it could not interfere. All the five nomination papers were in order. One agent form would do for all the five nomination papers. Here is a case where the Returning Officer had rejected the nomination as invalid, but the civil court would have held it as valid. This shows how improperly things are done by the Revenue Divisional Officers. Then, Sir, two days back in another election case in Madras State which was decided by the Election Tribunal, the nomination paper had been improperly rejected on a similar ground by the Returning Officer."

MR. SPEAKER:—" Let not the hon. Member go into the details of the case."

* SRI P. RANGASAMY REDDIAR:—" In that case also the Revenue Divisional Officer had rejected the nomination paper. Sir, in all these things how much expenditure was incurred and how much labour was spent just to show that the action of the Revenue Divisional Officer was wrong."

" Now, Sir, with regard to this Bill, already in the newspapers conflicting views are appearing. One set of people are canvassing against this Bill saying that it is an ex-proprietary measure affecting vested interests. Another set of views appear saying that this measure does not give as much benefit to the tillers of the land as it proposes to do. These two conflicting views are appearing in the newspapers. Now after the passing of this measure important questions will arise for decision. When that is so, I am sure no landowner or no cultivator would object to allowing civil courts to have jurisdiction over such matters. Now this two months' notice is already there in the Civil Procedure Code in Section 80 with respect to suits against Government. So there is nothing new in this amendment of Sri Viswanatham. Therefore I think it is a fair suggestion and it can easily be accepted by the Government."

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* SRI K. VARADACHARI :—“ Mr. Speaker, Sir, I am sorry that I have to oppose this amendment moved by Mr. Viswanatham. What intricate questions of law would arise from this Bill on the decisions of the Revenue Divisional Officer have not been illustrated by him. Something about gunpowder and other things have been stated by him; they are not opposite to the discussion on the points raised in the amendment. Sir, I have been a lawyer for nearly 34 years now; and the material that we got in the Judiciary is deteriorating fast.”

SRI K. VINAYAKAM :—“ Question.”

* SRI K. VARADACHARI :—“ From time to time, under the rules of recruitment we have got now, we have got numerous ‘paddy-tree’ gentlemen in the Judiciary, who do not know anything of agriculture or any thing of the sort.”

SRI K. VINAYAKAM :—“ That is a different matter.”

* SRI K. VARADACHARI :—“ Sir, this is a legislation which does not undertake to modify land tenures in this province. But this is a unique legislation which seeks to regulate agricultural methods and agricultural work in general. For the first time in the history of legislation in this country, our State is the one State which has sought by legislation to cover even agricultural methods. That is the actual result of this Bill. Therefore it is better to leave matters which are covered in this Bill to be decided by persons who are intimately connected with agriculture and who know the difficulties of agricultural operations and matters connected with agriculture. So I would like that people who know these things well should decide disputes arising from these things than those gentlemen with no worldly knowledge who are on the benches of civil courts. Therefore, Sir, I oppose this amendment.”

SRI S. DEIVASIGAMANY :—“ Sir, I rise on a point of order. Is my hon. Friend justified in casting aspersions on the Judiciary especially when he is a lawyer of 34 years standing? ” (Laughter.)

* THE HON. SRI C. RAJAGOPALACHARI :—“ Mr. Speaker, Sir, the point is whether we should reserve the right for an appeal, by way of review or revision, to the civil courts. The first point that I wish to dwell upon briefly is that it is wrong to consider that the Revenue Court is not a court of law but only an Executive Officer. Hon. Members are not unaware, those who are lawyers and those who have had practice under the Estates Land Act, that the Revenue Divisional Officers have been operating for the last so many decades as courts dealing with or having jurisdiction over cases arising out of the Estates Land Act; and those cases were not disposed of on office notes. Lawyers are well aware of the fact that the cases were disposed of according to correct judicial procedure. It is a mistake to imagine that the Revenue Court designated by the term ‘Court’ will operate as an ordinary Executive Officer. It would operate as a court.

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"The next point to be considered is that the Leader of the Opposition was suggesting that as he limited his amendment to review on matters of law, there would be a considerable easing of the situation and we need not oppose it on the ground of vexatious litigation. Now, hon. Members who are lawyers as well as the Leader of the Opposition know what a question of law means. (Interruption: An hon. Member: The Leader of the House is also a lawyer). Yes, he is also a lawyer, but he is not one just now. As I said, lawyers know what a law point or an issue of law means. They are able to make everything an issue of law. If only we take up the second appeals in High Courts and see the grounds prepared, we could see now almost every case becomes an issue of law and the matter has to be decided finally by the Judge that it is not an issue of law after all the procedure is gone through. If you want further illustrations from modern times, we have the writs in the High Courts which would illustrate how a matter of law may be stretched and even a matter of the Constitution may be stretched. So, the argument still remains valid that this would lead to interminable litigation but the real thing that I want hon. Members who are interested in this legislation getting into correct form should attend to is this. I want them to focus their attention on this, namely, that if once we provide this loophole, if I may be allowed so to call it, this appeal or revision or application for review by a Civil Court and the series of appeals thereon, we had better close down this Bill as I said at the outset. The right will be exercised, not by the tenants so much as by the landlords, and the net result would be that the entire Act will be the subject-matter of numerous cases of litigation in the District Courts and in the appellate courts and so on, there will be no end to litigation and no relief would have been got by the tenant as a result of this measure. If I accept this amendment I would get a congratulatory message or, at any rate, a note of appreciation in the newspapers from the Mirasdars' Association of Tanjore. I have no doubt whatsoever about it and I submit, Sir, that hon. Members should not fall into this intellectual trap and we ought to restrict it as we have attempted to restrict it to Revenue Courts."

* SRI T. VISWANATHAM :—"Sir, I am sorry that in the limited time at my disposal I was not able to convince the Hon. the Chief Minister whose conclusion must be the result of a long process of holding office for years and years together."

THE HON. SRI C. RAJAGOPALACHARI :—"It is the result of long practice at the Bar!"

* SRI T. VISWANATHAM :—"I did not practice for a long time either. I would draw your attention to the Estates Abolition Act where also a similar provision making the decision of the Settlement Officer final was made. What was the result? Everyday you are hearing on the floor of this House interpellations and questions asking when the Government would bring in legislation to protect the tenants in the inam areas. Why does it happen?"

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It is because we in the Legislature passed a legislation over which the Civil Courts had no jurisdiction and the Executive Officers gave absolutely conflicting decisions throwing the inamdars and the ryots into a state of confusion which has over-taken the peasantry particularly in the northern districts for the last four years. There was no Civil Court and nobody endowed with the training to apply the law and arrive at a judgment by due process of law was there in the scheme. The final power was given only to a mere Executive Officer. Lastly, it is not the inamdar and the landlord who are suffering. For every landlord and every inamdar that are suffering, there are ten ryots who are suffering. If we had at least the powers of revision on points of law in a Civil Court nearby, say the District Court, many of the troubles would have been set at rest. Neither the tenants on the one hand nor the landlords on the other would have been compelled to seek the extraordinary remedy provided by the Constitution with respect to writs in the High Courts. Mr. Speaker, Sir, we know that there is a provision in the Constitution, Article 226, which gives an extraordinary power, notwithstanding any other legislation, to the High Courts with certain limited jurisdiction to look into certain matters on applications for a writ of certiorari or other forms of writs. These are extraordinary remedies. It is wrong for the legislators to deprive the ordinary courts of their jurisdiction and compel the High Courts to use fully the extraordinary jurisdiction conferred on them. This extraordinary jurisdiction must be reserved for certain extraordinary purposes. We cannot flood the High Court with writ petitions from one district or from all the twenty-four districts together. The hon. Member, Sri K. Varadachari, with thirty-four years of practice at the Bar, which is much longer than what I have ever had in my life, said that the Civil Courts are now manned by—I am not able to repeat his language—men who were described in very uncomplimentary language, which does no justice to the reputation that has been built up by the judiciary of this State or to the members of the profession to which this gentleman professes to belong. (Hear, hear.) Sir, under the existing traditions of the law and Judiciary we cannot make such a wide and sweeping aspersion which the hon. Member chose to make from his privileged position in this House."

THE HON. SRI C. SUBRAMANIAM:—"He followed your footsteps."

* SRI T. VISWANATHAM:—"We have a right to cast aspersions on the Executive but no right to cast aspersions on the Judiciary."

MR. SPEAKER:—"Nor have the Judges any right to cast aspersions on the Legislature!"

* SRI T. VISWANATHAM:—"Sir, the question does not rise because no Judge has come forward with any aspersions on the legislature. The question is whether we could not dispose of this Bill without unnecessary gratuitous insults offered to the Judiciary

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of this State. To defend the position taken up in this Bill, it was not necessary to say that the Judges, Sub-Judges and the Munsifs and others who constitute the judiciary consist of some uncomplimentarily worded gentlemen. It is wrong and I deprecate that practice and I hope the Hon. the Chief Minister will not encourage it."

THE HON. SRI C. RAJAGOPALACHARI :—" I have ignored it. Why are you raising it? "

* SRI T. VISWANATHAM :—" Sir, I thank the Hon. Chief Minister for ignoring it. In regard to the point raised by the Hon. the Chief Minister that the powers of revision will lead to interminable litigation, I submit that it will never be so. The very fact that such a power exists will put all Revenue Courts on their alertness and they will do things more properly and even if there is some little delay this right of going on revision to the District Court or other Civil Courts is a price worth paying for. I, therefore, submit that my amendment is in order and the Hon. the Chief Minister need not give up the Bill or depart from the salutary principle of retaining the jurisdiction of Civil Courts. It is not safe to remove the jurisdiction of the Civil Courts, for after all the judiciary is but a limb of our Constitution."

SRI K. VARADACHARI :—" On a point of personal explanation, my remarks were confined only to the sort of material that we have now got in the judiciary."

MR. SPEAKER :—" It is not right on the part of the hon. Member to say so."

SRI K. VARADACHARI :—" I was only referring to their lack of experience of agrarian problems."

MR. SPEAKER :—" It is an aspersion on the judiciary. The hon. Member need not repeat it."

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THE HON. SRI M. A. MANICKAVELU NAICKER :—" Mr. Speaker, Sir, I am tempted to accept the amendment but the interests of tenants come and stand before my eyes." (Laughter.)

MR. SPEAKER :—" Is the hon. Member Sri T. Viswanatham withdrawing his amendment? "

SRI T. VISWANATHAM :—" No Sir. I cannot withdraw such an honest, good amendment."

MR. SPEAKER :—" The question is—

' Add at the end of sub-clause (2) the following words :—

" Subject to review on questions of law by the district court having jurisdiction." "

The amendment was lost.

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* SRI P. RAMAMURTHI :—" Mr. Speaker, Sir, I beg to move the following amendment :—

' For sub-clause (4), substitute the following :—

" (4) *Notwithstanding anything contained in this section the Conciliation Officer or the Revenue Court may entertain and dispose of any application made after the passing of this Act or review any order made by him or it before the passing of this Act on the ground that the application would have been entertained or the order would not have been made if this Act had been passed on the 23rd August 1952.*"

" The original clause which this amendment seeks to substitute is as follows :—

' Nothing contained in this section shall affect any decision of the Revenue Court which has become final under Section 13 of the Madras Ordinance IV of 1952 or of Madras Ordinance VI of 1952. '

" Sub-clause (4) of the present Bill seeks to put a bar on the entertainment by the courts of applications with reference to rights which would have accrued or which do accrue to the tenant or to the pannaiyal under the present Bill. Sub-Clause 4 seeks to put a bar to the entertainment of any applications in respect of certain rights which the tenant or pannaiyal gets under this Bill and which he would not have got under the original Ordinance. After all, the Ordinance was made when the legislature was not sitting. The Ordinance was passed without consulting the legislature. The Legislature after considering the whole question has come to certain decisions with regard to the rights that should accrue to the tenants and pannaiyals. After the Legislature itself comes to certain definite decisions, why should we also legislate that such rights shall not accrue to the tenant if an application had been disposed of earlier by the Conciliation Officer or by the Revenue Court under the provisions of the older Ordinance which was then in force. Such a provision of law would mean that we are legislating against ourselves.

We are to-day legislating for giving certain rights to tenants and pannaiyals. Why should a tenant or a pannaiyal be deprived of his rights simply because he could apply only at a time when this Bill was not in force but an Ordinance more or less on the same lines as this Bill was in force—an Ordinance which was passed without consulting the Legislature and which could only be passed without consulting the Legislature. Now that we have got an opportunity to consult the Legislature, let us at least be generous enough to see that these rights accrue to the tenants and pannaiyals and that the Conciliation Officer or other people entertain those cases which they could not have entertained under the old Ordinance. This is a very reasonable amendment and I hope the Hon. the Chief Minister would accept it."

Sri S. Deivasigamany seconded the amendment.

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* SRI K. VINAYAKAM :—“ Mr. Speaker Sir, while supporting the amendment, I hear from the Treasury Bench that it is not proper to reopen all the cases that have already been decided by the authorities. After all I may point out to them that this Bill applies only to the district of Tanjore. By the time the Bill comes into operation not many appeals would have been disposed of. The number of appeals so disposed of would only be very few. If the tenants and pannaiyals feel that decisions already given are not proper and justifiable, they must be allowed to approach the courts once again for revision of the decisions. I appeal to the Government to consider the feasibility of accepting this amendment because the cases affected will be very few in number.”

* THE HON. SRI C. SUBRAMANIAM :—“ Mr. Speaker, Sir, the case put forward in support of the amendment looks apparently reasonable. If we examine the provisions of the Bill and find out whether there are any cases like that for which a provision should be made I respectfully submit that it is absolutely unnecessary. In the Ordinance we have given a right to certain evicted tenants to apply to the Conciliation Officer for restoration of any land which was in his possession on the 1st day of December 1951. That is the only sort of application that has been provided for in the Ordinance. No other application either with regard to the sharing of produce or with regard to the sharing of rent or other things has been provided for in the Ordinance. No such application has been filed and no application has been disposed of. The only sort of applications which have come in for decision is with regard to restoration of lands of evicted tenants. What are the changes we have made in the Bill in respect of them which would require any provision for purposes of review? The only case is with regard to payment of arrears of rent due before the passing of the Ordinance. Under the provisions of the Ordinance we could lay down a condition for the payment of the entire arrears of rent not only for one year but the entire period of two or three or four years. Now we have made a provision in the Bill restricting the power of the Conciliation Officer to impose as a condition to a tenant's being restored to possession the payment only of one year's arrear of rent and not all the arrears due by him. It is now open to the tenant to apply to the Conciliation Officer or the Revenue Court with regard to any condition imposed before the passing of this Bill requiring him to pay any arrear of rent exceeding one year's rent for revision of the orders so as to limit the payment required to one year's rent. But there is also a provision that any payment made by the tenant before the passing of this Bill shall not be required to be refunded. In any case the amount already paid by the tenant is lawfully due to the landowner and he is not entitled for refund.

“ With regard to the time-limit allowed to cultivating tenants for applying for restoration to possession of land in cases which have not so far been reopened, we have also provided that an application may be received after the period of thirty days if the applicant satisfies the Conciliation Officer that he had sufficient

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reasons for not making the application within the said period. The benefit of this provision is also made applicable to applications rejected before the passing of this Bill on the ground of their not having been presented in time.

"Under these circumstances I do not think there is any necessity for a provision suggested in the amendment. Once we pass this amendment, all those things which have been decided will be re-opened and there will only be confusion. We should understand the scope of the Ordinance and the scope of this Bill, and these are the two types of cases for which a provision is necessary and for which we have already provided in the Bill. Therefore, I request the hon. Member Sri Ramamurti not to be carried away by the advice given by lawyers that a provision should be made for review. Such a provision will only lead to endless trouble. We know the Bill, we have studied the Bill and we are passing the Bill. It is not necessary to make any further provisions."

* SRI P. RAMAMURTHI :—" Mr. Speaker, Sir, without being a lawyer I may claim to know something of law and I take it that as far as the Government are concerned, the Government are not opposed to the principle underlying my amendment. What they feel is that they have already provided for certain cases and that my amendment is unnecessary. I would now like to point out one specific case wherein such an amendment will be absolutely essential. The Hon. the Leader of the House referred to two types of cases. One is in respect of those people who have been evicted. As far as my amendment is concerned it does not cover those cases at all because no fresh right accrues to the tenant under the Bill as we are now passing beyond what has been provided for in the old Ordinance. Therefore since no new right accrues to him there is no question of entertaining any application under the amendment which I seek to move. With regard to time-limit referred to by the Hon. the Leader of the House, my amendment does not at all re-open the question of time-limit because this Bill does not give any fresh time than what was given in the earlier Ordinance. But there is another thing for which we have provided. Now, Sir, after the amendments have been accepted in the Select Committee and in this House, sub-clause (3) of clause 12 says : 'After considering the representations, if any, so made, and after making such further enquiry into the case as he may deem fit, the Conciliation Officer may, if he finds that the dismissal of the pannaiyal was not just and proper, by an award in writing, require the landowner to take back the pannaiyal and reinstate him to all the rights which would have accrued to him but for his dismissal.' These are the specific cases which have been provided for in the amendments accepted by the House. But there are also other cases in which pannaiyals have been dismissed for which a certain amount of compensation has already been ordered as per the provisions of the old Ordinance. Under the old Ordinance, if the compensation is paid to the pannaiyal he ceases to have all the

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rights that accrue to him under the provisions of this Bill. Therefore, my amendment seeks to cover those cases where new rights accrue in respect of pannaiyals even though such rights did not exit under the old Ordinance."

THE HON. SRI C. SUBRAMANIAM:—"No, there are no such cases of any such dismissed pannaiyals."

* SRI P. RAMAMURTHI:—"I may point out that there are already writs pending in the High Court in respect of compensation paid to dismissed pannaiyals. There are also other such applications in that respect. That is why I suggest when we are making a provision for dismissal of pannaiyals, we may make a provision in respect of such cases also."

* THE HON. SRI M. A. MANICKAVELU NAICKER:—"Sir, I tried my best to follow the hon. Member. There is no necessity for it. I will only say this. It is better to accept a known quantity rather than accept an unknown quantity. As it is, the clause is clear enough and I do not know where it will lead to if the amendment is accepted. Moreover, I do not see the force of the argument of the hon. Member."

MR. SPEAKER:—"Is the hon. Member withdrawing his amendment?"

SRI P. RAMAMURTHI:—"No, Sir."

MR. SPEAKER:—"The question is—

For sub-clause (4), substitute the following:—

"(4) Notwithstanding anything contained in this section the Conciliation Officer or the Revenue Court may entertain and dispose of any application made after the passing of this Act or review any order made by him or it before the passing of this Act on the ground that the application would have been entertained or the order would not have been made if this Act had been passed on the 23rd August 1952." "

The amendment was lost.

THE HON. SRI M. A. MANICKAVELU NAICKER:—"Sir, with your permission I beg to move the amendment standing in my name, namely:—

Add the following paragraph to sub-clause (1):—

"Where the tenancy provides for any rent an application may be made by a cultivating tenant under this sub-section for the remission of the whole or any portion of the rent payable by him, where there has been a total or partial failure of crops in any year due to causes beyond the control of the tenant; and the Conciliation Officer may, on such application, order such remission of rent as he may consider just in the circumstances of the case."

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"Sir, I have brought forward this amendment in deference to the wishes of many hon. Members that provision should be made for what we call *vis major*."

* SRI P. RAMAMURTHI :—"I find that the wording of the amendment moved by the Hon. Minister is slightly different from the amendment, copies of which have been circulated. Of course, both mean the same thing."

MR. SPEAKER :—"For the benefit of hon. Members I will read the amendment—

"Where the tenancy provides for any rent . . . of the case."

SRI T. VISWANATHAM :—"Sir, I want to congratulate the Government for bringing forward this provision."

THE HON. SRI C. RAJAGOPALACHARI :—"I promised it some time ago."

* SRI VAVILALA GOPALAKRISHNAIAH :—"Sir, I wish to move an amendment to the amendment of the Hon. Minister—

'For the word "*may*" after the words "*Conciliation Officer*", substitute the word "*shall*".'

"அந்தக் கூடுதல் சம்பந்தம் உண்டாகும். அது யித்யந்தம் amendment க்கு நீண்ட சம்பந்தம் இல்லாமல். கூடுதல் In any year அந் கூடுதல் 'tenants' அந் கூடுதல் இல்லாமல். Beyond the control அந் கூடுதல் சம்பந்தம். கூடுதல் Conciliation Officer may அந் கூடுதல் shall அந் கூடுதல் Conciliation Officer மிகு கூடுதல். இக்கூடுதல் கூடுதல். கூடுதல் கூடுதல் கூடுதல்."

SRI K. VEMIAH :—"I second the amendment."

* SRI A. S. SAHAJANANDAM :—"கனம் தலைவர் அவர்களே, தெய்வ கதியாக மறை பெய்யாமல் போனதால் குத்தகை கொடுக்க முடியாமல் பலர் தவிக்கின்றார்கள். இப்பொழுது சீர்காழி தாலூகாவிலுள்ள ஹரிஜனங்கள் தருமபுர ஆதினத்தில் செக்யூரிடி பணம் கட்டி நிலங்களைக் குத்தகைக்கு எடுத்தார்கள். ஆனால், தெய்வாதீனமாக மறை இல்லாமல் அவர்களுடைய குத்தகையில் பத்திலொரு பங்கு கூட விளையவில்லை. அவர்களே தருமபுர ஆதினத்தில் நேரிலே போய் குத்தகையைத் தள்ளிக்கொடுக்கவேண்டுமென்று கேட்டால், தள்ளிக்கொடுக்க மாட்டோமென்று சொல்லுகிறார்கள். இந்த நிலையில் அந்தப் பயிரிடுபவர் களுடைய கதி என்னவாகுமென்று சிந்தித்துப் பார்க்கவேண்டும். ஆகையால், தெய்வ கதியாக இந்தவிதமாக மறை பெய்யாமல் பயிர்கள் கெட்டுப்போய்விடுமானால், குத்தகைதாரர்களுக்கு அந்தப் பயிரிட்ட அளவிலே வாரமாக பிரித்துக்கொள்ளவேண்டும். இந்த அமெண்ட்மெண்டை நான் ஆமோதிக்கின்றேன்."

MR. SPEAKER :—"The motion is that—

'For the word "*may*" after the words "*Conciliation Officer*", substitute the word "*shall*".'

THE HON. SRI M. A. MANICKAVELU NAICKER :—"I do not accept it."

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MR. SPEAKER :—“ I will now put Mr. Vavilala Gopalakrishnaiah's amendment to vote. The question is—

‘ For the word “ may ” after the words “ Conciliation Officer ”, substitute the word “ shall ”, ’

The amendment was lost.

MR. SPEAKER :—“ I will now put the amendment of the Government to vote. The question is—

‘ Add the following paragraph to sub-clause (1) :—

“ Where the tenancy provides for any rent an application may be made by a cultivating tenant under this sub-section for the remission of the whole or any portion of the rent payable by him, where there has been a total or partial failure of crops in any year due to causes beyond the control of the tenant; and the Conciliation Officer may on such application, order such remission of rent as he may consider just in the circumstances of the case.” ’

The amendment was carried unanimously.

* SRI P. RAMAMURTHI :—“ I hope, Sir, that this amendment of mine will be accepted by the Government, namely :—

‘ Add the following as sub-clause (6A) :—

“ (6A) Any party to a proceeding under this Act before the Conciliation Officer or before the Revenue Court shall be entitled to appear in person or to be represented by any agent not being a legal practitioner.” ’

“ Sir, the reasons which prompted me to move this amendment are these. Now, we are dealing with certain relations between the tenant and the landlord and this piece of legislation, I must say, is analogous to pieces of legislation we are familiar with, namely, the relations between industrial labour and the employer. In all such cases, it is very very difficult for the weaker party, or the party which is financially weak to think of engaging lawyers for arguing their cases before the courts of law and it is always the landowner or the capitalist, as the case may be, who can afford to pay the lawyers fat fees and engage them. So, it is only such people that will get the benefit of engaging lawyers and the weaker party, the tenant will not be able to put up his case as well as possible for want of lawyers. Here is a pannaial who is not able to argue his case very well. On the opposite side, there is a leading lawyer of the district. We can imagine what exactly will happen to the case of the pannaial under those circumstances. In the Industrial Disputes Act, it is provided that lawyers shall not have the right to appear before the Industrial Tribunals; only the parties or their recognized agents who are not lawyers can appear. After hearing what the Hon. Chief Minister said about lawyers, how they could stretch points of law and make even points of fact appear like points of law and how they could make untruth appear as truth and *vice versa*, I am firmly convinced that

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lawyers should not be allowed to appear in any proceedings before the Conciliation Officer or the Revenue Court. Only the parties or those in whom they have confidence must be allowed to appear. (An hon. Member: Even a political party leader can appear!) If a political party leader enjoys the confidence of the tenants, they may ask him to appear on their behalf.

"There may be the apprehension that the decorum of the courts will not be kept up if all and sundry are allowed to appear. We have the experience of the Industrial Disputes Act from 1937. In this State and in the rest of India, trade union representatives have been appearing before the numerous Industrial Tribunals and Adjudicators that have been appointed under that Act. Has it ever been said that decorum has not been maintained on account of the fact that people who do not belong to the profession of law have been allowed to appear? No such case has come to light. Throughout the world, it is not the lawyers that have been appearing before the Tribunals, but the representatives of the parties or representatives or organizations that have been appearing. It is they who know the actual facts and who understand what exactly the agricultural conditions in the locality are. When we are providing for rendering justice to the weaker party who cannot afford the luxury of engaging a lawyer, what is provided for in the Industrial Disputes Act may be provided here also."

SRI PILLALAMARRI VENKATESWARLU:— "ఈ amendment ను గురించి తర్వాత మాట్లాడుటకు నా speech ని నేను reserve చేసుకున్నాను."

* THE HON. SRI C. RAJAGOPALACHARI:—"Sir, there are two aspects involved in this amendment. One is that the parties must be allowed in the proceedings before the Conciliation Officer or before the Revenue Court to be represented by one who is not a legal practitioner and is therefore not subject to the discipline of the High Court. The other is that legal practitioners should be excluded from appearing in such cases except where the parties by mutual agreement agree to be represented by legal practitioners. The two ideas are totally different from each other. One is to provide for misfortune and poverty, to provide for the proper representation of the case of a tenant. The other is to provide for wealth so to say, and impose a ban on the landowner from engaging a practising lawyer; he is to be represented only by a layman, and if a legal practitioner is to be engaged, though he is allowed by the High Court to practise, he should get the tenant's permission so to say to appear.

"So far as the question of allowing unrepresented cases to be represented at least by an agent is concerned, I would request the hon. Members of the Opposition to accept the position that I am going to set out. In the Joint Select Committee, the Leader of the Opposition said that provision should be made at least for unfortunate cases, for cases where a party went without representation. I gave a kind of promise to him that we shall certainly make a provision giving discretion to the court to allow even a

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layman as against a legal practitioner to appear on behalf of a party in such cases. But I must make it clear that it shall not be by right but only with the permission of the court. To allow to appear in cases any one who is not subject to the discipline of the High Court will be an infringement of the present practice of advocacy in courts. Though hon. Members on the other side may think very poorly of the Revenue Courts, we call them courts; we treat them as courts and we expect them to act as courts. We cannot allow unlicensed people to appear in cases coming up before the courts. This is a minor matter and a matter of procedure. I think this can be dealt with under the rules, and by doing so we shall be giving better effect to the provisions of the Act. My request is: let this amendment be dropped, let the Bill stand as it is and we shall provide for unfortunate cases in the rules.

"As regards preventing lawyers from appearing, I think we cannot do that. I hope the hon. Member will not dwell further on this matter."

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SRI PILLALAMARRI VENKATESWARLU:—“ఆధ్యక్ష, ఇది చాలా ముఖ్యమైనటువంటి amendment. దీనిగురించి చాలామంది మాట్లాడుతున్నారా అవకాశమివ్వమని కోరుతున్నాను. యిప్పుడు ముఖ్య మంత్రిగారు దీని విషయములో చూపును provide చేస్తామని సూచన తీసుకొనివచ్చి వెళ్తున్నారు. Unfortunate cases, suitable cases మొదలైన కేసులలో rules provide చేస్తామని అన్నారు. అది ఎటువంటివో తెలియజేయాలి. ఇప్పుడు time లేకందున ముఖ్యమంత్రిగారు వెళ్తున్నారని సరియైన దృక్పథము తీసుకొంటారని నీలందరు. అందు వల్ల వాటినిగురించి పరిశీలించుటకు ఒక నిమిషముగాని, అయిదు నిమిషములుగాని చాలవు. ప్రాచీనమైన కష్టంకూడాను ఇది చాలా ముఖ్యమైనటువంటి amendment. కాబట్టి, దీనినియందులో ప్రధానమంత్రిగారు స్పష్టంచేయవలసిన అవసరమున్నది. ఏమి కేసులు స్పష్టముచేయరో వాటి విషయంలో చాలా ప్రమాదాలు తుంటాయి. అది అన్నియు స్పష్టంచేయక నీలలేదు.”

MR. SPEAKER:—“The House will now adjourn to meet again at 10-30 a.m. tomorrow.”

The House then adjourned.